

## RESOLUTION 2020-20

### A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL AWARDING PROFESSIONAL SERVICES CONTRACTS FOR PROPERTY ACQUISITION SERVICES

**WHEREAS**, South Weber City has intermittent need of property acquisition services; and

**WHEREAS**, the procurement policy allows for a service provider pool including multiple businesses to be under contract simultaneously; and

**WHEREAS**, a request for proposals (RFP) was advertised May 7<sup>th</sup> and May 14<sup>th</sup>, 2020; and

**WHEREAS**, submittals were received from Bonneville Acquisitions; Horrocks Engineers; LaMar A. Mabey and Associates, Inc.; and Meridian Engineering, Inc.; and

**WHEREAS**, an evaluation committee comprised of Engineer Brandon Jones, Engineer Dana Shuler, City Manager David Larson, and City Recorder Lisa Smith rated the proposals based on transmittal letters, qualifications, experience, project teams and fee proposals; and

**WHEREAS**, having met the criteria outlined all four businesses are being presented to the City Council for contract approval allowing the City to utilize the services of these businesses on an as needed basis;

**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Award:** Property acquisition service contracts as attached in Exhibits 1, 2, 3, and 4 are hereby awarded to the following firms:

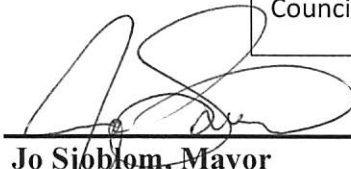
1. Bonneville Acquisitions
2. Horrocks Engineers
3. LaMar A. Mabey and Associates, Inc.
4. Meridian Engineering, Inc.

**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

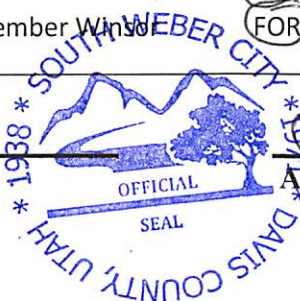
**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 26<sup>th</sup> day of May 2020.

Roll call vote is as follows:

Council Member Alberts	(FOR)	AGAINST
Council Member Halverson	(FOR)	AGAINST
Council Member Petty	(FOR)	AGAINST
Council Member Soderquist	(FOR)	AGAINST
Council Member Winsor	(FOR)	AGAINST

  
Jo Sjoblom, Mayor

  
Attest: Lisa Smith, Recorder



**EXHIBIT 1**

**PROFESSIONAL SERVICES**

**AGREEMENT ON-CALL PROPERTY**

**ACQUISITION SERVICES WITH**

**BONNEVILLE ACQUISITIONS**

## **PROFESSIONAL SERVICES AGREEMENT ON-CALL PROPERTY ACQUISITION SERVICES**

This Professional Services Agreement for Property Acquisition Services (the "Agreement") is entered into on the 26th day of May, 2020, by and between **SOUTH WEBER CITY**, a political subdivision of the State of Utah (the "City"), and **[CONSULTANT NAME]** (the "Consultant"). The City and the Consultant may be hereafter referred to individually as a "party" and collectively as the "parties."

### **RECITALS**

**WHEREAS**, City advertised a Request for Proposals ("RFP"), attached hereto as **Exhibit "A"** and received proposals from various qualified firms on May 18, 2020; and

**WHEREAS**, in response to the RFP, Consultant provided a proposal in response to the RFP ("Proposal"), attached hereto as **Exhibit "B"**; and

**WHEREAS**, City selected Consultant to be in a pool of firms approved to provide negotiation and property acquisition services on as-needed basis; and

**WHEREAS**, City will determine, in its sole discretion, when a need for work exists under this Agreement;

### **AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Scope of Services.** City may request acquisition services from Consultant on as as-needed basis as more specifically described in the City's RFP and the Consultant's Proposal. As the need arises, City will prepare a scope of services for a specific project. Upon request, Consultant shall provide a project-specific fee and schedule for consideration by the City.
2. **Compensation.** The compensation for any work requested under this Agreement shall be given at the rate(s) specified in each project-specific proposal, and shall not to exceed the total budget established for each project. Said total shall constitute full payment for all services rendered and costs incurred by Consultant in performing this Agreement for each project.
3. **Requests for Payment.** Invoices for progress payment may be submitted to the City (Accounts Payable) on a frequency not exceeding monthly. Invoice content shall, at a minimum, contain the following: reference to the associated Project; established budget; percentage completed; and a detailed breakdown of rates, specific employee(s), and dates worked. City agrees, within thirty (30) days after receipt of each payment request, either to process the request or return it to the Consultant indicating the reasons for refusing to approve payment. Once corrected and approved, the City agrees, within thirty (30) days, the approved amount will be paid.
4. **Non-Guarantee of Work.** City will determine, in its sole discretion, when a need for work exists under this Agreement. City may have qualified more than one Consultant for a particular type of work

and City does not guarantee a specific quantity of work to any Consultant either in terms of the number or value of Project(s). In some instances, City may determine that work which could be performed under this Agreement should be put out for separate bid or that a request for proposal will be issued to Consultants in the pool. In that event, and if Consultant is awarded work, the work will be performed pursuant to such separate bid or request for proposal.

5. **Independent Contractor.** Consultant shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the City. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, Consultant shall comply with all federal, state, and local laws and regulations, and all orders under any applicable law, and all policies of City for independent contractors, as adopted from time to time by City.

6. **Standard of Performance / Professionalism.** Consultant acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Consultant agrees to perform the services under this Agreement with the level of professionalism expected in its industry in the community. Further, Consultant, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interest of the City. Consultant further agrees that it will not accept any fee or financial remuneration from any entity or person other than City for its performance under this Agreement. The Consultant shall without delay correct any problem or deficiency arising out of its failure to meet this standard of performance without additional cost to the City.

7. **Ethical Standards.** Consultant represents that it has and shall not:

- a. Provide(d) an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee or relative of business entity of a former City officer or employee;
- b. Retaine(d) any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or other bona fide commercial agencies established for the purpose of securing business;
- c. Breach(ed) any of the ethical standards set forth in State statute or South Weber City Ordinance 2-1-190; nor
- d. Knowingly influence(d) any City officer or employee or former City officer or employee to breach any of the ethical standards set forth in State statute or City Ordinances.

8. **Confidentiality.** Consultant shall hold all information provided to it by City for the purpose of its performance of this Agreement, whether provided in written or other form, in strict confidence; shall make no use thereof other than for the performance of the Agreement; and shall not release any of said information to any third party, any member of the Consultant's firm who is not involved in the performance of services under this Agreement, or to any representative of the news media without prior written consent of the City. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Consultant in performance of this Agreement shall also be held confidential by Consultant. City shall have the sole obligation of privilege of releasing such information as required by law.



9. **Default.** Either party shall be considered to be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) after thirty (30) days' written notice from the other party of such substantial failure to perform.

10. **Termination.**

a. **Termination for Default.** City may terminate this Agreement for an "Event of Default" as defined, upon written notice from City to Contractor.

b. **Termination by Contractor for Default.** Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to City.

c. **Event of Default.** As used in this Agreement, the term "Event of Default" means (a) a Party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 days after written notice to the Party failing to make such payment; (b) a Party hereto fails to perform any of its material obligations and such failure continues for a period of 30 days after written notice to such defaulting Party; or (c) any material representation or warranty of a Party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

d. **Force Majeure.** Neither Party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that Party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Contractor or City shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other Party.

e. **No Limitation of Rights.** The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either Party shall in no event constitute a waiver as to any future breach.

f. **Termination for Convenience.** City reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever City determines, in its sole discretion that it is in the City's interest to do so. If City elects to exercise this right, City shall provide written notice to Contractor at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, Contractor shall be paid for all services up to the date of termination. Contractor agrees that the City's termination for convenience will not be deemed a termination for default nor will it entitle Contractor to any rights or remedies provided by law or this Agreement for breach of contract by the City or any other claim or cause of action.

11. **Term and Renewal.** The term of this Agreement is for three (3) years. Upon review by City, the Agreement may be extended for two (2) additional years. The total term of the Agreement; however, shall not exceed five (5) years.

**12. Consultant's Working Files and Accounting Records.**

a. Working Files. Consultant shall maintain files containing all work documentation, including calculations, assumptions, interpretations, or regulations, sources of information, and raw data generated, produced, created, or required in performing this Agreement. Consultant shall provide City copies of information contained in Consultant's working files upon City's request, and such copies shall become property of the City upon delivery.

b. Accounting Records. Consultant shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 3. Consultant shall retain and make such records available to City for its examination during Consultant's normal business hours for a period of three (3) years after Consultant submits its final invoice to City.

c. Audit. City may, in its sole discretion, audit any invoice or statement of cost submitted by Consultant, at any time, as long as the City gives Consultant written notice of its intent to conduct the audit. An audit may take place within the current term and up to three (3) years after Consultant submits its final invoice to City.

**13. Insurance.**

a. Consultant, as its own cost, shall secure and maintain during the term of this Agreement, the following minimum coverage:

i. Worker's Compensation and Employer's Liability. As required by the State of Utah.

ii. Commercial General Liability. Minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate.

iii. Professional Liability. Minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.

iv. Commercial Automobile Liability. Minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

b. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah that are currently rated A- or better by A.M. Best or listed in the United States Treasury Department's current listing of Approved Sureties, as amended.

c. The Consultant shall furnish certificates of insurance, acceptable to the City, verifying compliance with the insurance requirements herein prior to the execution of the Agreement. Consultant shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies through the life of this Agreement.

d. The Consultant's insurance policies shall be primary and non-contributory to any other coverage available to the City. The worker's compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of the City.

e. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Consultant shall provide a new certificate of insurance within thirty (30)

days after being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the City.

f. All required policies shall provide coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to the City.

g. In the event the Consultant fails to maintain and keep in force any insurance policies as required herein, City shall have the right at its sole discretion, to obtain such coverage and reduce payments to Consultant for the costs of said insurance.

14. **Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

City  
South Weber City  
David Larson, City Manager  
1600 E. South Weber Drive  
South Weber, UT 84405  
801-479-3177  
[dlarson@southwebercity.com](mailto:dlarson@southwebercity.com)

Consultant  
[Bonneville Acquisitions](#)  
[Jason M. Allen, Managing Member](#)  
[139 E 5200 S](#)  
[Washington Terrace UT 84405](#)  
[801-540-0334](#)  
[jason.mark.allen@gmail.com](mailto:jason.mark.allen@gmail.com)

The authorized representative(s) shall have full power to bind City and Consultant in decisions related to a Project and not requiring approval of City's elected representatives, unless otherwise required by City's Purchasing Policy. Each party may designate an authorized representative upon written notice to the other party.

15. **Equal Opportunity.** To the extent applicable hereto, Consultant will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

a. The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means Consultant.

b. The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means Consultant.

c. The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules

and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order is under \$10,000. As used in said clause, "Contractor" means Consultant and "Contract" means this Agreement.

16. **Compliance with Laws.** Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Consultant of applicable law, rule or regulation, shall constitute an event of default under this Agreement. Consultant is responsible, at its sole expense, to acquire, maintain, and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

17. **Conflict of Interest.** None of City's elected representatives or its employees, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further agrees that in the performance of this Agreement no person have such interest shall be employed.

18. **Indemnification.** Consultant agrees to indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third Parties, including Consultant, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workman and suppliers, however allegedly caused, resulting directly or indirectly from, or arising out of, Consultant's breach of this Agreement or any acts or omissions of or by Consultant, its agents, representatives, officers, employees, or subcontractors in connection with its performance of this Agreement. Consultant agrees that its duty to defend and indemnify the City under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the City for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the City.

19. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents, and assigns.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.

21. **Arbitration.** Any difference, dispute, claim, or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in South Weber City, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.

22. **Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.

23. **Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any

waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.

24. **No third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.

25. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.

26. **Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.

27. **Certification of Eligibility.** Consultant certifies that neither the Consultant nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is 100 percent or partially funded with state or federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

**SOUTH WEBER CITY CORPORATION**

\_\_\_\_\_  
David J. Larson, City Manager

Date: \_\_\_\_\_

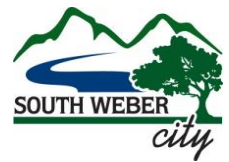
\_\_\_\_\_  
Attest: City Recorder, Lisa Smith

**Bonneville Acquisitions**

\_\_\_\_\_  
Jason M. Allen, Managing Member

Date: \_\_\_\_\_

## **EXHIBIT A – Request for Proposals & Addenda**



**SOUTH WEBER CITY  
REQUEST FOR PROPOSALS  
ON-CALL PROPERTY ACQUISITION SERVICES**

Advertisement

South Weber City is accepting proposals from qualified property acquisition agents/firms interested in submitting qualifications and proposals for the acquisition of property and easements within South Weber City on an on-call basis.

It is the intention of the City to select several agents firms to create a pool of pre-qualified property acquisition agents/firms for a term of three (3) years. Consultants will be selected based on qualifications, experience, and fee. Consultants who submit proposals may be interviewed for final selection. Selected Consultants are expected to be available to begin work on or after June 1, 2020.

South Weber City will make the Request for Proposals (RFP) available to any interested parties from the City's website: [www.southwebercity.com](http://www.southwebercity.com) and the City Engineer's website: [www.jonescivil.com](http://www.jonescivil.com). Interested parties are responsible for monitoring the website(s) for information concerning the RFP and any addenda issued.

Closing Date for Questions is Thursday, May 14 at 12:00 p.m.

Closing Date for Receipt of Proposals is Monday, May 18, 2020 at 3:00 p.m.

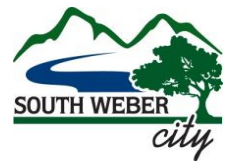
See full RFP for full schedule and details.

Owner reserves the right to reject any or all Proposals, to waive any informality in a Proposal, and to select the Proposals that are the most advantageous to the City.

Owner:	South Weber City
By:	Lisa Smith
Title:	City Recorder
Date:	05/06/2020

Publish: May 7 & 14, 2020





## **REQUEST FOR PROPOSALS ON-CALL PROPERTY ACQUISITION SERVICES**

### **I. INTRODUCTION**

South Weber City ("City") is seeking proposals from qualified and experienced Property Acquisition Consultants ("Consultant") to provide negotiation and acquisition services for South Weber City on an as-needed basis ("Project"). No guarantee of the actual service requirement is implied or expressed by this solicitation. Service requirements will be determined by actual need. The City intends to create a pool of qualified consultants for work needed in the next three (3) years.

### **II. SERVICES**

#### **A. General Scope**

As necessary, Consultant will coordinate efforts for the purchase of 1) fee simple ownership of property, 2) easements, and 3) temporary construction easements. Applicants must follow the requirements imposed by City ordinance and State law associated with the acquisition of property. Procedure shall ensure that should the City have to use eminent domain powers, all previous requirements are met.

Consultant will be required to coordinate with the designated City Representative.

City will provide property survey and legal descriptions to the Acquisition Consultant. Consultant is responsible for coordinating and developing the title work and the documents necessary for property and/or easement acquisition.

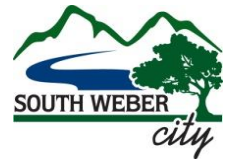
Consultant may be responsible to provide property appraisals services and complete an assessment package for the title company, when necessary.

City shall contract with a title company to complete the closing fees for a marketable title. City shall request the funds to be remitted to the title company to complete the transaction.

#### **B. Minimum Requirements**

Consultant shall:

1. Be able to document at least five (5) years of experience in residential, commercial, land and industrial real estate.
2. Be familiar with all aspects of real estate transactions, including negotiation, purchase contracts, appraisals, and title insurance.
3. Hold a current Utah Real Estate license as an Agent or Broker.
4. Be familiar with reading and interpreting right-of-way maps, deeds, engineering drawings, and blueprints.
5. Have at least three (3) years' experience working with public entities in Utah.



### **C. Duration of Contract**

The duration of this contract is three (3) years and will automatically renew annually for a period of one (1) year, unless 30 days written notice is given by either party to the other. The total contract time shall not exceed five (5) years.

City reserves the right to review contracts on a regular basis regarding performance and service elements during the term of the contracts.

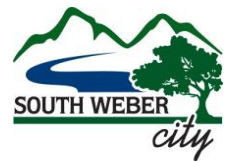
### **D. Deliverables**

1. Consultant will make initial contact with property owners to coordinate appraisals, feedback, and help circulate relevant project information.
2. Consultant will work with the Surveyor to provide accurate legal information to property owners and other professionals involved in the process.
3. Consultant will provide/coordinate appraisal services which are sufficient to establish the appropriate compensation to be paid to property owners for each easement, parcel or portion thereof which is acquired for the Project. Consultant shall prepare and review all appraisal reports submitted for the acquisition. All appraisals must be completed under the Uniform Standards of Professional Appraisal Practice by a Certified General Appraiser. Consultant will provide City a Just Compensation document to sign before presenting offer to property owner. Consultant will not make an offer to property owner without City's consent and agreement to offer.
4. Consultant will make contact with property owners, present offers, negotiate on behalf of the City, and provide all necessary real estate documents associated with the sale of property or purchase of easement to the City.
5. Consultant will provide the City with acquisition packets complete with title reports and warranty deeds and/or easements for all parcels or portions thereof which are to be acquired for the project for final review and approval.
6. Eminent domain work will be performed by City in the unlikely event it is warranted.
7. Other items as required by the scope of the project.

### **E. Insurance Requirements**

Consultant, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

1. Workers' compensation and employer's liability insurance as required by the State of Utah.
2. Commercial general liability insurance in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate.
3. Professional liability insurance in the minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.



4. Commercial automobile liability insurance that provides coverage in the minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

### **III. INSTRUCTIONS TO APPLICANTS**

#### **A. Timetable**

The following timetable has been established for this project:

1. Questions Deadline: Thursday, May 14, 2020 at 12:00 p.m.
2. Addenda Deadline: Thursday, May 14, 2020 at 5:00 PM
3. Submission Deadline: Monday, May 18, 2020 at 3:00 PM, local time (via email)
4. Approximate Notice of Award: On or around May 27, 2020

#### **B. Procedure**

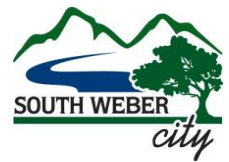
The procedure for response to this request, evaluation of qualifications, and selection of Consultant(s) is as follows:

1. Interested entities will prepare and submit their proposal according to the Timetable contained in Subsection III-A above.
2. City and/or its representatives will evaluate all submitted proposals in accordance with the evaluation criteria.
3. Oral presentations from top ranked applicants may be requested by the City.
4. City will select applicant(s) based on the review of the proposals and subsequent oral presentations.
5. Recommendation of Award will be presented to City Council for consideration.
6. If approved by City Council, a Professional Services Agreement incorporating the provisions, terms, and conditions of this RFP will be negotiated between the City and the selected applicant(s).

#### **C. Submittal**

1. All questions should be submitted to Dana Shuler at [dana@jonescivil.com](mailto:dana@jonescivil.com) by the deadline shown above.
2. Proposals will only be accepted by email. Each proposal shall be submitted to:
  - a. Lisa Smith at: [LSmith@southwebercity.com](mailto:LSmith@southwebercity.com) **AND**
  - b. Dana Shuler at : [Dana@jonescivil.com](mailto:Dana@jonescivil.com)

Proposals must be received by the Submission Deadline. South Weber City will not accept any late proposals or proposals submitted by any other method.



Proposals shall be one (1) pdf document and shall not exceed **5 MB**.

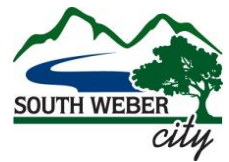
3. Submittals must be complete in meeting the requirements of this request. The City reserves the right to request that the Applicant clarify any part of its proposal. Responses to such requests must be made in writing and will become part of the proposal. Additional information provided after the deadline will not be considered unless specifically requested by the City.

#### **D. Submittal Organization and Content**

The comprehensive RFP response shall include all requested information and documentation. Incomplete submittals may be deemed non-responsive.

Submittals shall contain no more than fifteen (15) pages, excluding resumes and copies of licenses. The submittal shall include the following:

1. Transmittal Letter: The letter of transmittal shall be on official business letterhead and shall include the following:
  - a. A statement of the respondent's intent to participate in the contract and comply with all terms and conditions as indicated in the RFP or exceptions taken thereto.
  - b. A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
  - c. A certification statement to the effect that the person signing the submittal is authorized to do so on behalf of the respondent.
  - d. Name of the key contact person with his/her title and telephone numbers.
2. Qualifications: This section is an indication of ability to perform the required services and understanding of the purpose and scope of the proposed services.
  - a. Provide a brief description of Respondent's historical background, scope and nature of services routinely provided, and its capabilities.
  - b. Identify the type of business (corporation, partnership, sole proprietor, etc.) and license number to do business in the State of Utah.
  - c. Describe knowledge with all aspects of real estate transactions, including negotiation, purchase contracts, appraisals, and title insurance.
  - d. Provide documentation for current Utah Real Estate license as an Agent or Broker.
  - e. Describe knowledge with reading and interpreting right-of-way and property maps, deeds, engineering drawings, and blueprints.
  - f. Describe support personnel and all necessary equipment to provide the services outlined in this Request for Proposals.

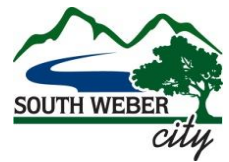


3. Experience: This section should describe the Respondent's experience on recent projects, including the individual team members' involvement on the specific projects described. Project information and plans for the identified projects should be briefly included.
  - a. Respondent should describe their familiarity with sections 10-8-2 and 78B-6-5 of the Utah Code.
  - b. Provide detailed relevant experience of similar projects which shall include name of client, contact person and current phone number, email, brief description of service performed, date of services, total contract amount, and any other pertinent information regarding the experience.
  - c. Document at least five (5) years of experience in commercial, land, industrial, and residential real estate work.
  - d. Document at least three (3) years of experience working with public entities.
4. Key Personnel and Project Team: This section should contain the following information:
  - a. Organizational chart showing the team involved including individual members, all organizations, relationships, and breakdown of responsibilities.
  - b. The percentage of the work that is expected to be performed locally. Indicate other offices/locations that might provide services along with a percentage of work to be performed at those locations.
  - c. Provide professional credentials, certifications, resumes, licenses, and experience of project team.
  - d. If any part of the work will be provided by subconsultants, state the company name and their role in projects. Consultant will be responsible for verifying the qualification and validity of all licenses or permits for any outsourced work to subcontractors.
5. Fee Proposal: The fee proposal shall include lump sum costs for:
  - a. Acquisition services per residential parcel.
  - b. Preparation of documents.
  - c. Administrative Compensation Estimate (for values under \$10,000).
  - d. Expected reimbursables rate and subconsultants mark-up rate.

Actual costs may be determined on a per project basis depending on the property type and complexity of the project.

#### **E. Oral Presentation/Interview**

As part of the evaluation process, City may elect to invite selected respondents to make oral presentations to the City and/or respond to the panel's questions. These presentations must be



made by the same project team personnel who will be assigned to the project should the Respondent be awarded the contract.

#### **F. Evaluation Criteria**

- IV. The City shall establish a selection committee that will evaluate and rate each proposal based on the criteria and weights shown below. Evaluations for each proposal will be tallied to determine the final proposal score. Highest ranking applicants will be recommended to the City Council for inclusion into the pool. Submittal of an incomplete proposal or a proposal that does not follow the instructions in paragraphs above is grounds for disqualification.
1. Transmittal Letter (5%): Complete information as requested.
  2. Qualifications (20%): Knowledge and ability of Respondent to perform the services required.
  3. Experience (20%): This category deals with the Respondent's performance on prior local projects.
  4. Key Personnel and Project Team (20%): This category deals with the education, training, and experience level of key personnel proposed, as well as previous experience working together as a team.
  5. Fee Proposal (20%): Value of Respondent's services.
  6. Optional oral presentation (15%).

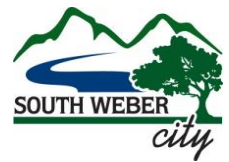
#### **V. OTHER**

##### **A. Submittal Ownership**

All proposals (and the information contained therein) shall become the property of the City. Respondents should carefully consider the items submitted before submitting items that would not be disposable to the Respondent. Submittals may be reviewed and evaluated by any person at the discretion of the City. No submittal shall be returned to the Respondent regardless of the outcome of the selection process.

##### **B. Acceptance of Proposal**

1. The City reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject for any reason, any or all submittals pursuant to this request for proposals.
2. The Respondent agrees that the City may terminate this procurement procedure at any time and for any reason, and the City shall have no liability or responsibility to the Respondent for any costs or expenses incurred in connection with this request, or Respondent's response.



**C. Withdrawal of Submittal**

The submittal may be withdrawn upon request by the Respondent without prejudice.

**D. Submittal Cost**

Cost for developing submittals and subsequent presentations are entirely the responsibility of the Respondent and shall not be chargeable in any manner to the City.

**E. Reservation of Rights**

The City reserves rights to:

1. Reject any and all submittals received in response to this RFP.
2. Waive or modify any informalities or irregularities in submittals at the sole discretion of the City, which is determined to serve the best interest of the City.
3. Request additional information or modifications from applicants prior to award if such is in the best interests of the City.
4. Use any ideas submitted in the submittals received, unless covered by legal patent or proprietary rights. Selection or rejection of the submittal does not affect this right.
5. In the event of unsuccessful contract negotiations or contract termination, enter into contract negotiations with other qualified respondents that submitted acceptable proposals.
6. Cancel or modify the terms of this RFP and or the project at any time and for any reason preceding the execution of a contract.
7. The City shall be the sole judge of the merits of the respective proposals received.

**F. Public Record**

In accordance with State Law, proposals are public record and are subject to public review upon request. However, a Respondent may request that any part of its proposal be designated a protected record and not be available for public release by complying with Utah Law, 63G-2-309(1). To do this, the Respondent must provide the City with a written claim of business confidentiality and a concise statement of the reasons supporting this claim. The information must be submitted together with the proposal to be considered.



**EXHIBIT B – Response to Request for Proposals**



# *Bonneville Acquisitions*



May 18, 2020

Lisa Smith  
South Weber City Recorder  
1600 East South Weber Drive  
South Weber, UT 84405

RE: Proposal for On-Call Property Acquisition Services for South Weber City

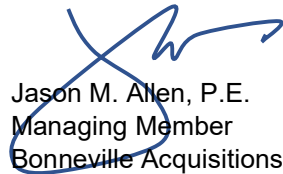
Ms. Smith,

It is with great pleasure that I submit Bonneville Acquisitions LLC's intent to participate in the contract for South Weber City's On-Call Property Acquisition Services and declare that Bonneville Acquisitions LLC intends to comply with all terms and conditions as indicated in the Request for Proposals. Bonneville Acquisitions LLC does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.

The point of contact for this project will be Jason M. Allen, P.E. Jason is the Managing Member of Bonneville Acquisitions LLC, and as such is authorized to sign this proposal on behalf of the company. Jason will be the lead for acquisition services for South Weber City. He can be reached by phone at 801-540-0334 or by email at [jason.mark.allen@gmail.com](mailto:jason.mark.allen@gmail.com).

We look forward to working with South Weber City in helping to meet your property acquisition needs.

Warmest regards,



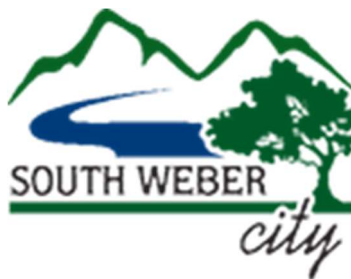
Jason M. Allen, P.E.  
Managing Member  
Bonneville Acquisitions LLC



**PROPOSAL**

**for**

**SOUTH WEBER CITY  
ON-CALL PROPERTY ACQUISITION SERVICES**



**May 18, 2020**



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## Qualifications

Bonneville Acquisitions LLC is owned and operated by Jason M. Allen, a professional engineer and real estate sales agent licensed in the State of Utah. Jason has 18 years of experience in the civil engineering industry, predominantly focusing on roadway improvement projects for the Utah Department of Transportation and local governments. Jason Allen will handle all the document preparation, negotiations, and acquisitions.

Jason Allen and Bonneville Acquisitions are currently on the UDOT Right of Way Acquisition Agent Pool, as well as the Weber County and Ogden City Right of Way Acquisition Pools. During his time as an acquisition agent and a right of way lead, he has gained a general understanding and aptitude for real estate transactions, including negotiation, contracts (both UDOT and municipal), appraisals, and title insurance.

The following is a summary of licenses held by Bonneville Acquisitions and its owner:

### Company Information

Company Name:	Bonneville Acquisitions LLC
Type of Business:	Limited Liability Company
Employer ID No.:	82-1042766
Owner Name:	Jason M. Allen
License Type:	Professional Engineer
License Number:	UT PE 5337383-2202
License Type:	Real Estate Sales Agent
License Number:	UT 5337383-SA00

Bonneville Acquisitions will use their existing knowledge and experience in the project area to help South Weber City (City) acquire property and easements in an efficient and timely manner. The following explanations describe how we will use innovative practices to perform this work as well as explain how and why we are uniquely qualified for this project.

### Engineering Experience

Jason Allen is currently the only acquisition agent in the State of Utah with a professional engineering license. Jason's experience as a design engineer and project manager provide him with a unique perspective during the acquisition process. His 18 years of experience in surveying and civil engineering allow him to anticipate property owner's concerns and quickly work to resolve them. Over the years, Jason has developed countless construction plan sets, including survey, right of way, storm drain and utility, grading, and roadway sheets. He has also written warranty deeds and easement documents, and prepared property survey maps, so his ability to explain the complexities of these types of documents to property owners is second to none. Because of these experiences, Jason is skilled in answering questions about construction and design that arise during negotiations. We have found that many property owners' questions can easily be answered by explaining the engineering principles behind the design. As a result, Jason can quickly and easily answer questions, thus building trust in his abilities as an acquisition agent.

### Knowledge of the Uniform Act

Bonneville Acquisitions and Jason Allen have worked on acquiring hundreds of parcels following the Uniform Act. Regardless of funding source, the Uniform Act requires that a City must follow a federally



approved property acquisition process to purchase property and/or easements for a roadway or utility project. At this time, UDOT has the only approved process in the State of Utah, and our team will follow the UDOT Right of Way Operations Manual and UDOT process for acquiring the property for South Weber City. This includes using ePM, UDOT's electronic project management software, to generate the necessary acquisition documents. Our team will also provide the following information to each property owner when the initial offer is made, per UDOT process requirements:

- Ombudsman's Acquisition Brochure – "Your Guide to Just Compensation"
- Offer to Purchase and Offer Letter
- Statement of Just Compensation (signed by the City's representative after they have approved the appraisal or Administrative Compensation Estimate)
- Right of Way Contract
- Deed(s) and/or Easement(s)
- Map and legal description

Once the initial offer has been made, we will begin negotiations for the purchase of the property and/or easements.

### **Skilled and Empathetic Negotiator**

Jason Allen has developed a reputation as a skilled and empathetic negotiator. Jason is outgoing and personable, making it easy for property owners to instantly connect with him. At Bonneville Acquisitions, we strive to put the property owner first, and work hard to develop relationships of trust from initial contact, through construction. We focus on win-win scenarios and do our best to explain offers and counteroffers in a way that the property owners and municipalities can understand both sides. We take pride in being honest and forthright, and have found that most property owners appreciate this candor in contrast to being told what they want to hear just to get them to sign a contract.

### **Value Estimation and Appraisals**

As a licensed real estate agent, Jason Allen has access to the Utah Multiple Listing Service (MLS) to find comparable sales data for value estimations. Bonneville Acquisitions can perform Administrative Compensation Estimates (ACE) for any valuation under \$10,000, per State of Utah requirements. We strive for fairness during the value estimation process and use multiple valuation guides and tools to develop comprehensive and equitable estimates.

Per State of Utah requirements, cities are required to obtain an appraisal and an appraisal review for any valuations over \$10,000. We have worked with numerous appraisers over the years, and have developed strong relationships with three, in particular, namely John Lang (Lang Appraisal Services), Ben LeFevre (Integra Realty Resources), and Michele Jakob (Van Drimmelen and Associates). Bonneville Acquisitions will pair appraisers and reviewers with parcels based on two criteria: (1) appraiser availability and (2) our working knowledge of the individual appraiser's areas of expertise.

### **Knowledge of Real Estate Transactions**

Bonneville Acquisitions has a robust knowledge of all aspects of real estate transactions. We have worked alongside other skilled acquisition agents to develop a strong understanding of the acquisition process and necessary documentation. Jason is meticulous, focusing on the details in preparing high quality, accurate acquisition packages. Jason's experience as a construction management engineer has allowed him the ability to foresee potential issues for cities and property owners during construction, allowing him to provide suggestions for additional terms in the contract to protect both parties.



Both UDOT and Weber Area Council of Governments (WACOG) funding sources require cities to use a title company to close property sales that exceed \$10,000. For your own protection, we recommend that South Weber City adhere to these guidelines and use a title company to obtain title insurance and close on properties whose compensation is greater than \$10,000. Bonneville Acquisitions has worked with several local title companies in closing real estate transactions. Upon request, we can provide the City with a list of recommended title companies to provide title insurance and help the City through the closing process.

In the unlikely event that negotiations are not successful and all options for mediation are exhausted, Bonneville Acquisitions will follow the eminent domain process as described in the UDOT Right of Way Operations Manual and Utah State Code Section 78B-6-5. This includes all necessary documentation to proceed in court.

## Local Experience

Jason Allen was born and raised in Weber County, so he understands the unique and varied needs of the residents in this area. He is also familiar with local funding sources, such as WACOG Corridor Preservation Fund, and has developed relationships with key decision makers responsible for distributing and administering these funds. Because he has lived here all his life, he has developed relationships with countless people throughout the County, and it is not unusual for him to find common ground or shared acquaintances with people he meets for the first time. These local connections allow him to build trust quickly and provide credibility in the negotiation process.

## Our Focus

Bonneville Acquisitions will focus on one simple goal: use honesty, empathy, and experience in civil engineering to explain engineering principles to help property owners understand the purpose of a project to efficiently acquire property and easements.

A list of credentials, certifications, resumés and licenses are included in the Appendix of this document.

The table below shows a summary of the key qualifications of Bonneville Acquisitions and its owner and operator:

Acquisition Agent Experience	✓
UDOT ROW Acquisition Pool	✓
Licensed Civil Engineer	✓
Notary Public	✓
Project Management Experience	✓
Roadway Design Experience	✓
Public Involvement Experience	✓
Local Gov't Project Experience	✓
Right-of-Way Experience	✓
Public Speaking Experience	✓
Licensed Real Estate Sales Agent	✓
ASCE Member	✓
IRWA Member	✓
IRWA Training Requirements	✓
NHI Uniform Act Training	✓





## Experience

**Project Name:** 20<sup>th</sup> Street Roadway Widening

**Location:** Ogden City, Utah

**Client Contact:** Taylor Nielsen, P.E., Ogden City Engineer, [taylornielsen@ogdencity.com](mailto:taylornielsen@ogdencity.com) (801) 940-4329

**Date:** July 2019 – Present

**Project Description:** This project includes the acquisition of 19 residential and commercial parcels for the widening, striping, and additional improvements for 20<sup>th</sup> Street in Ogden City from Washington Boulevard to Monroe Boulevard. This project will include the installation of curb, gutter, sidewalk, shoulders, and a center turn lane along 2550 South. To widen and improve the roadway and tie into existing driveways and concrete walkways on various properties, the acquisition agent was required obtain strip takes and corner clips of properties through warranty deeds and as well as temporary construction and perpetual easements. The values of the easements and property to be purchased are all under \$10,000, so valuations were performed by the acquisition agent.

This project is funded with Federal, Weber Area Council of Governments (WACOG) Corridor Preservation, and City funds and is using the UDOT ePM system for acquisitions. All acquisitions are being performed by following the Uniform Act, the UDOT Right-of-Way Operations Manual, and the Utah State Code Section 10-8-2.

**Team Member Roles:** Jason Allen is the consultant acquisition agent and value estimator.



**Project Name:** 2550 South Roadway Widening

**Location:** West Haven area, Weber County, Utah

**Client Contact:** Gary Myers, P.E., Weber County Engineering, [gmyers@co.weber.ut.us](mailto:gmyers@co.weber.ut.us) (801) 599-7476

**Date:** May 2019 – Present

**Project Description:** This project includes the acquisition of more than 30 residential parcels for the widening, striping, and additional improvements for 2550 South in Weber County adjacent to the West Haven City boundary. This project will include the installation of curb, gutter, sidewalk, shoulders, and a center turn lane along 2550 South. To widen and improve the roadway and tie into existing driveways and concrete walkways on various properties, the acquisition agent is currently obtaining strip takes of properties through warranty deeds and perpetual utility easements. Some of the properties were determined to have proximity damages, due to the road moving closer to the home than the average setbacks in the area. Properties with proximity damages and total takes exceeding \$10,000 were appraised by a licensed appraiser on the UDOT Pool. The remaining valuations were performed by the acquisition agent.

This project is funded with Weber Area Council of Governments (WACOG) Corridor Preservation funds and is using the UDOT ePM system for acquisitions. All acquisitions are being performed by following the Uniform Act, the UDOT Right-of-Way Operations Manual, and the Utah State Code Section 10-8-2.

**Team Member Roles:** Jason Allen is the consultant acquisition agent and value estimator for this project. John Lang is the appraiser and Ben LeFevre is the appraisal reviewer.



**Project Name:** Jeremy Ranch Road Improvements

**Location:** Summit County, Utah

**Client Contact:** Derrick Radke, P.E., Summit County Engineer, dradke@summitcounty.org (435) 640-0821

**Date:** February 2019 – July 2019

**Project Description:** This project included the acquisition of temporary construction easements for 5 residential and commercial parcels for the widening, striping, and additional improvements for Jeremy Ranch Road in Summit County. This project included the installation of curb, gutter, sidewalk, shoulders, and a roundabout along Jeremy Ranch Road. To widen and improve the roadway and tie into existing driveways and concrete walkways on various properties, the acquisition agent was required obtain easements for the construction on individual properties. Two properties had values exceeding \$10,000 and were appraised by a licensed appraiser on the UDOT Pool. The remaining three valuations were performed by the acquisition agent.

This project was funded with Federal and County funds and used the UDOT ePM system for acquisitions. All acquisitions were performed by following the Uniform Act, the UDOT Right-of-Way Operations Manual, and the Utah State Code Section 10-8-2.

**Team Member Roles:** Jason Allen was the consultant acquisition agent and value estimator for this project. Ben LeFevre was the appraisal reviewer on this project.



**Project Name:** Larsen Lane Roadway Widening

**Location:** Harrisville, Weber County, Utah

**Client Contact:** Jones and Associates (Consultant City Engineer) Matthew Robertson, P.E.,  
mattr@jonescivil.com (801) 644-6680

**Date:** August 2018 – Present

**Project Description:** This project included the acquisition of 26 residential and commercial parcels for the widening, striping, and additional improvements for Larsen Lane in Harrisville City. This project included the installation of curb, gutter, sidewalk, bike lanes, shoulders, and a center turn lane along Larsen Lane. To widen and improve the roadway and tie into existing driveways and concrete walkways on various properties, the acquisition agent was required obtain strip takes of properties through warranty deeds and perpetual utility easements. Some of the properties were determined to have proximity damages, due to the road moving closer to the home than the average setbacks in the area. Properties with proximity damages and total takes exceeding \$10,000 were appraised by a licensed appraiser on the UDOT Pool. The remaining twelve valuations were performed by the acquisition agent.

This project was funded with Federal, Weber Area Council of Governments (WACOG) Corridor Preservation, and City funds and used the UDOT ePM system for acquisitions. All acquisitions were performed by following the Uniform Act, the UDOT Right-of-Way Operations Manual, and the Utah State Code Section 10-8-2.

**Team Member Roles:** Jason Allen was the consultant acquisition agent and value estimator for this project. John Lang was the appraiser and Ben LeFevre was the appraisal reviewer.



**Project Name:** 1100 North Roadway Extension

**Location:** Harrisville, Weber County, Utah

**Client Contact:** Jones and Associates (Consultant City Engineer) Matthew Robertson, P.E.,  
mattr@jonescivil.com (801) 644-6680

**Date:** July 2018 – October 2018

**Project Description:** This project included the acquisition of 2 residential parcels to complete a new roadway through undeveloped property in Harrisville City. This project included tying in to two stub roads to complete a roadway cross section that included curb, gutter, sidewalk, and asphalt roadway. To complete the construction of the roadway, the acquisition agent obtained strip takes of properties through warranty deeds and perpetual utility easements. Both properties had total takes exceeding \$10,000 and were appraised by a licensed appraiser on the UDOT Pool.

This project was funded with WACOG Corridor Preservation funds and used the UDOT ePM system for acquisitions. All acquisitions were performed by following the Uniform Act, the UDOT Right-of-Way Operations Manual, and the Utah State Code Section 10-8-2.

**Team Member Roles:** Jason Allen was the consultant acquisition agent for this project. John Lang was the appraiser and Ben LeFevre was the appraisal reviewer.



**Project Name:** 12<sup>th</sup> Street Reconstruction, 4700 West to 8000 West

**Location:** Weber County, Utah

**Client Contact:** Weber County, Gary Myers, P.E., gmyers@co.weber.ut.us (801) 599-7476

**Date:** September 2018 – Present

**Project Description:** This project included the acquisition of 4 residential parcels, for the widening of 12<sup>th</sup> Street in West Weber County. All four of these parcels had been in negotiations with three previous acquisition agents. After four years, negotiations had stalled, and Weber County hired Bonneville Acquisitions LLC to try one last time to acquire the properties without going through the eminent domain process. All four of the property owners had major concerns with the project and had bad experiences during the acquisition process. Jason Allen was able to work with the property owners and the County to mediate between the parties. To date, three of the four properties have been closed, with the remaining parcel close to a resolution.

This project was funded with Weber Area Council of Governments (WACOG) Corridor Preservation funds and used the UDOT ePM system for acquisitions. All acquisitions were performed by following the Uniform Act, the UDOT Right-of-Way Operations Manual, and the Utah State Code Section 10-8-2.

**Team Member Roles:** Jason Allen was the consultant acquisition agent for this project. John Lang was the appraiser for this project.



**Project Name:** South Bench Drive Roadway Improvements

**Location:** South Weber, Davis County, Utah

**Client Contact:** Jones and Associates (Consultant City Engineer) Brandon Jones, P.E.,  
brandonj@jonescivil.com (801) 391-9621

**Date:** February 2019 – May 2019

**Project Description:** This project included the acquisition of 4 residential and commercial parcels to complete a new roadway through undeveloped property in South Weber City. This project included tying in to two stub roads to complete a roadway cross section that included curb, gutter, sidewalk, park strip, bike lanes, shoulders, center turn lane, and two travel lanes. To complete the construction of the roadway, the acquisition agent obtained strip takes of properties through warranty deeds and perpetual utility easements. Property values were determined by a licensed appraiser on the UDOT Pool.

This project was funded by City funds.

**Team Member Roles:** Jason Allen was the consultant acquisition agent for this project.



**Project Name:** 36<sup>th</sup> and Quincy Intersection Improvements

**Location:** Ogden, Utah

**Client Contact:** Ogden City, Daniel Gillies, P.E., DanielGillies@ogdencity.com (801) 336-7611

**Date:** January – April 2018

**Project Description:** This project included the acquisition of 7 parcels for the widening, striping, and additional improvements for the 36<sup>th</sup> Street and Quincy Avenue intersection in Ogden City. This project included removal of park strips and the installation of curb, gutter, and sidewalk along 36<sup>th</sup> Street and Quincy Avenue, and the relocation of a large pressure reducing valve. To widen and improve the roadway and tie into existing driveways and concrete walkways on various properties, the acquisition agent was required obtain strip takes of properties through warranty deeds, along with slope easements and temporary construction easements. All valuations were performed by the acquisition agent.

This project was funded with City funds and used the UDOT ePM system for acquisitions. All acquisitions were performed by following the Uniform Act, the UDOT Right-of-Way Operations Manual, and the Utah State Code Section 10-8-2.

**Team Member Roles:** Jason Allen was the consultant acquisition agent and value estimator for this project.



**Project Name:** Skyline Drive Roadway 30% Design, Survey and Right-of-Way Acquisition

**Location:** Pleasant View, Utah

**Client Contact:** WCEC (Consultant PM), Gary Horton, ghorton@wcecengineers.com, (801) 879-8134

**Date:** November 2017 – Present

**Project Description:** This project includes the acquisition of 23 parcels for the future construction of a new road on a new alignment connecting US-89 to 4300 North. This project is funded through WACOG and is using the UDOT right-of-way acquisition process and ePM. The roadway alignment was determined by an Environmental Assessment that was completed in 2016. Because of the steep grades in the area, there are many impacts to local landowners, especially those with large parcels, and the exact roadway grade and alignment have lasting impacts on the ability for many of these landowners to be able to develop their property in the future.

This project is funded with Weber Area Council of Governments (WACOG) Corridor Preservation funds and is using the UDOT ePM system for acquisitions. All acquisitions are being performed by following the Uniform Act, the UDOT Right-of-Way Operations Manual, and the Utah State Code Section 10-8-2.

**Team Member Roles:** **Jason Allen** is the consultant acquisition agent for this project. **John Lang** is the appraiser and **Michele Jakob** is the appraisal reviewer.



**Project Name:** Harrison Boulevard Widening and Reconstruction, 7<sup>th</sup> Street to 425 North

**Client Contact:** Ogden City, Taylor Nielsen, P.E., taylornielson@ogdencity.com, (801) 940-4329

**Date:** August 2014 – February 2016

**Project Description:** This project included the surveying and acquisition of 135 residential and commercial parcels, including three full parcel acquisitions, for the widening of Harrison Boulevard and the realignment of the Harrison Boulevard and 2<sup>nd</sup> Street intersection. The right-of-way was increased from 66 feet to 80 feet to expand the roadway from a two-lane road to a three-lane road with bike lanes, shoulders, curb, gutter, and sidewalk on both sides of the street. This project also added much needed storm drain improvements, upgraded natural gas lines, and consolidated electrical power lines to one side of the street on the south half of the project and placed electrical utilities underground for the north half of the project. Approximately 35 properties were impacted by proximity damages and were appraised by a certified appraiser.

This project was funded with Federal, Weber Area Council of Governments (WACOG) Corridor Preservation, and City funds and used the UDOT ePM system for acquisitions. All acquisitions were performed by following the Uniform Act, the UDOT Right-of-Way Operations Manual, and the Utah State Code Section 10-8-2.

**Team Member Roles:** **Jason Allen** was the consultant project manager for the design of this project and was heavily involved in the design, public involvement, and right-of-way work. **John Lang** was the appraiser and **Michele Jakob** was the appraisal reviewer.



# Bonneville Acquisitions



The table below highlights the key tasks performed by Jason Allen on each of the ten projects discussed above.

Project Name	✓	Parcel Acquisition	No. of Parcels	✓	Property Valuation	COG Funding	Project Management	Design	R/W Document QC	R/W Map Preparation	R/W Coordination
Ogden 20th Street	✓	19	✓	✓				✓			
Weber County 2550 South	✓	30	✓	✓				✓			
Summit County Jeremy Ranch Rd.	✓	5	✓								
Harrisville Larsen Lane	✓	26	✓	✓				✓			
Harrisville 1100 North	✓	2	✓	✓				✓			
Weber County 12th Street	✓	4		✓				✓			
South Weber South Bench Drive	✓	4	✓					✓	✓		
36th and Quincy Intersection	✓	7	✓	✓				✓			
Pleasant View Skyline Drive	✓	23	✓	✓	✓	✓	✓	✓	✓	✓	
Harrison Boulevard Improvements		135		✓	✓	✓	✓	✓	✓	✓	



## **Key Personnel and Project Team**

### **Jason M. Allen, P.E.**



Bonneville Acquisitions LLC is owned and operated by Jason M. Allen, a professional engineer and real estate sales agent licensed in the State of Utah. Jason has 18 years of experience in the civil engineering industry, predominantly focusing on roadway improvement projects for the Utah Department of Transportation and local governments. Jason Allen will handle all the document preparation, negotiations, and acquisitions.

Jason Allen and Bonneville Acquisitions are currently on the UDOT Right of Way Acquisition Agent Pool, as well as the Weber County and Ogden City Right of Way Acquisition Pools. During his time as an acquisition agent and a right of way lead, he has gained a general understanding and aptitude for real estate transactions, including negotiation, contracts (both UDOT and municipal), appraisals, and title insurance. Jason is a skilled and empathetic negotiator.

Over the past 5 years, Jason has worked with numerous appraisers, appraisal reviewers, and surveyors and has built relationships with them that have helped him to meet critical project deadlines for his clients. Jason has a strong understanding of the UDOT right of way process and property acquisition under the Uniform Act. While working on various projects, Jason developed a system to help property owners better understand the potential impacts to their property by providing detailed parcel specific maps with aerial photography for every property owner on a project. Coupled with increased public involvement, these maps have been an innovative alternative to the overall project right-of-way maps that are used on other projects.

During his career as a civil engineer, Jason worked as designer and project manager on countless roadway and utility design projects. As such, he has a comprehensive knowledge of roadway and utility plan sets, including maps, details, deeds, and design sheets. Jason is also very personable, and throughout his career has developed his public speaking skills on technical subjects. On past projects as project manager, Jason noticed that stakeholders often have many questions and concerns with the impacts of projects. However, when the engineering principles behind the project are easily and effectively explained to property owners, those concerns seem to be more easily resolved. As a licensed engineer and licensed real estate agent, Jason can easily answer technical questions related to the project design and acquisition process, which helps to build trust during initial meetings and subsequent negotiations.

Jason's professional resume has been included in the Appendix of this Proposal.

### **Appraisal Services**

On each project, Bonneville Acquisitions will use comparable sales data to estimate the values of any takings or easements. If it is anticipated that the total value will be over \$10,000, we will notify the City and begin obtaining appraisals and reviews. Bonneville Acquisitions has worked with three local appraisers and associated appraisal companies for appraisals and reviews for the past 6 years. Through our experiences working together, we are familiar with one another's methods and processes, which can expedite the turnaround of appraisals and reviews.

Depending on availability and areas of expertise, Bonneville Acquisitions will contract with one of the following certified appraisers for appraisals and/or appraisal reviews:

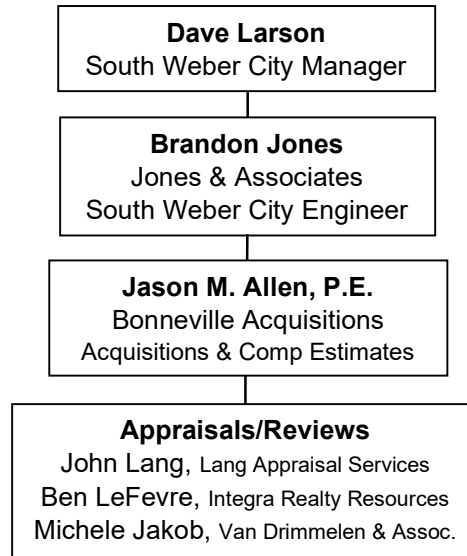
- John Lang – Lang Appraisal Services; Layton, UT
- Ben LeFevre – Integra Realty Resources; Salt Lake City, UT
- Michele Jakob – Van Drimmelen and Associates; Salt Lake City, UT





### Organizational Chart

The organizational chart for projects in South Weber City shall be as follows:



\* 100% of the work will be performed in Bonneville Acquisitions local Ogden, Utah office.



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## ***Fee Proposal***

All costs below are lump sum, per parcel costs.

Acquisition Services\*: \$1,200

Document Preparation: \$200

Administrative Compensation Estimate (for values under \$10,000): \$600

Third Party Services (Appraisals, Reviews, etc.): Cost + 10%

Hourly Rate for Services Outside Project Scope: \$125

Appraisal Services: price varies based on complexity, damages, residential, or commercial. Typical range is \$2,500 - \$3,500 per appraisal.

Appraisal Review Services: price varies based on complexity, damages, residential, or commercial. Typical range is \$750 - \$850 per appraisal review.

\*Acquisition services will be billed in whole upon delivery of a completed acquisition file or condemnation package.



## References

For ease of review, the references for the projects listed in the “Experience” section of this proposal have been included with the with the project description on pages 4-8.

The following is a list of additional references that have worked with Jason Allen on various projects. Each of these people can attest to Jason’s technical expertise as an engineer and his understanding of the right-of-way process.

Additional references have been included on Jason’s personal resume included in the Appendix.

Caroline King, SR/WA  
UDOT Right-of Way Lead  
4501 South 2700 West  
West Valley, UT 84119  
[carolineking@utah.gov](mailto:carolineking@utah.gov)  
(801) 231-2725

Taylor Nielsen, P.E.  
Ogden City Engineering  
2549 Washington Blvd.  
Suite 760  
Ogden, UT 84401  
[TaylorNielsen@ogdencity.com](mailto:TaylorNielsen@ogdencity.com)  
(801) 940-4329

Gary Myers, P.E.  
Weber County Engineer  
2380 Washington Boulevard, St. 240  
Ogden, UT 84401  
[gmyers@WeberCountyUtah.gov](mailto:gmyers@WeberCountyUtah.gov)  
(801) 399-8771

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*“Jason was the right choice for the right-of-way manager on the Harrison Boulevard Project because his background in engineering combined with his excellent people skills allowed residents and businesses to feel comfortable with the process and truly understand the impacts the acquisitions would have on their property.*

*“Jason has a talent to build a relationship of trust with a variety of people, from a variety of backgrounds and a variety of ages. That trust allows him to help property owners feel comfortable with the right-of-way acquisition. His engineering background helps him explain the purpose and need for the acquisition that is being required and bring resolution to any questions raised by property owners.”*

- Gary Horton, Principal  
WCEC Engineers

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The following are property owners that Bonneville Acquisitions has worked with that can attest to Jason Allen’s abilities as an acquisition agent.

Jeff Atkinson  
Project: 2550 South, Weber County  
(801) 510-5217

Joseph Diaz  
Project: 20<sup>th</sup> Street, Ogden City  
(805) 512-2999

David and Mary Ann Hickson  
Project: Larsen Lane, Harrisville  
(801) 644-5966

Russ Wahlen  
Project: 1100 North, Harrisville  
(801) 388-3661

Linda Larkin  
Project: 12<sup>th</sup> Street, Weber County  
(801) 710-9603

David Bell  
Project: Jeremy Ranch Road, Summit County  
(435) 571-0360



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## **Appendix**

***Training and Certifications***

***Real Estate License***

***Jason Allen Resume***



## ***Training and Certifications***




The following table shows the IRWA and NHI classes that Jason Allen has taken, the pass/fail result, and the completion date.

<b>Course No.</b>	<b>Course Title</b>	<b>Credits</b>	<b>Status</b>	<b>Completion Date</b>
IRWA C100	Principles of Land Acquisition	32	Passed	2/13/2017
IRWA C103	Ethics and the Right-of-Way Profession	8	Passed	2/15/2017
IRWA C104	Standards of Practice for the Right of Way Professional	8	Passed	2/17/2017
IRWA C105	Uniform Act Executive Summary	8	Passed	2/18/2017
IRWA C200	Principles of Real Estate Negotiation	16	Passed	2/20/2017
NHI 141045	Real Estate Acquisition Under the Uniform Act	6	Passed	3/2/2017
NHI 141047	Local Public Agency Real Estate Acquisition	6	Passed	3/3/2017



## Real Estate License

Below is a copy of Jason Allen's Utah Sales Agent License from the Utah Division of Real Estate.

STATE OF UTAH DEPARTMENT OF COMMERCE DIVISION OF REAL ESTATE	
ACTIVE LICENSE	
DATE ISSUED:	03/04/2019
EXPIRATION DATE:	03/31/2021
LICENSE NUMBER:	5337383-SA00
LICENSE TYPE:	Sales Agent
ISSUED TO:	JASON MARK ALLEN 139 EAST 5200 SOUTH WASHINGTON TERRACE UT 84405
	
 SIGNATURE OF HOLDER	 R E A L T



# Jason M. Allen, P.E.

ENGINEER/PROJECT MGR/ROW ACQ AGENT

139 East 5200 South  
Washington Terrace, UT 84405  
Phone: (801) 540-0334  
Email: jason.mark.allen@gmail.com

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## INTRODUCTION:

Jason M. Allen is a licensed professional engineer and real estate sales agent currently residing in Ogden, Utah. Jason has over 18 years of experience in Civil Engineering, specializing in project management and roadway, drainage, and utility design for Utah DOT and municipal roadway projects. Jason was also the County Engineer for Morgan County, Utah, where he oversaw the design and construction of various local government roadway and drainage projects. Jason is a proud graduate of the University of Utah, with Bachelor and Master's Degrees in Water Resource Engineering.

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## EDUCATION / LICENSES:

- Bachelor's Degree in Civil Engineering, Water Resources Emphasis, University of Utah, 2004
- Master's Degree in Civil Engineering, Project Management Emphasis, University of Utah, 2006
- Licensed Professional Engineer in Utah, Arizona, Colorado, Idaho, Nevada, and Wyoming
- Licensed Real Estate Sales Agent in Utah

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## MAJOR ROLES:

- |                            |                   |                        |
|----------------------------|-------------------|------------------------|
| • Project Manager          | • Client Manager  | • Public Involvement   |
| • Water Resources Engineer | • Design Engineer | • Construction Manager |
| • Surveying                | • Quality Control | • ROW Coordination     |

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## AREAS OF EXPERTISE:

- Managing people and workload to ensure that projects are completed on time and under budget
- Business development and building client relationships
- Public speaking
- Roadway and right-of-way survey and design
- Water resources projects including hydrologic or hydraulic modeling and design, storm drain detention pond design, water line design or rehabilitation, water modeling, sewer line design or rehabilitation, sewer modeling, etc.
- Commercial site planning and optimization
- Residential development and planning
- Design review and quality control checks

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## CAPABILITIES AND SKILLS:

- Understanding of engineering principles – My broad range of experience gives me the ability to grasp and understand the engineering principles behind the design of roadway, drainage, and utility projects.
- Ability to easily explain technical concepts to the layman – In my career I have made many presentations to groups of people, large and small, with little or no technical background. These opportunities have helped me develop the ability to communicate clearly and effectively to people of all levels of technical understanding.
- Enthusiasm for public speaking – Unlike most engineers, I thoroughly enjoy presenting information to people, whether on a one-on-one basis, or to a large group. I have spent years developing my ability to explain concepts and think quickly on my feet.
- Experience with all levels of public involvement and interaction – I have significant experience interfacing with the public including stakeholders, clients, utilities, regulatory agencies, developers, engineering staff, and government staff at all levels. Unlike many engineers, I am comfortable in this role and enjoy the opportunity to interact with those affected by my projects.
- Project management and internal controls – I have the ability to motivate others to be successful by setting an example of hard work and providing clear direction to team members. I have helped to



# Jason M. Allen, P.E.

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successfully complete many projects by using proper planning and tracking techniques. Over the past 6 years, every project that I have managed has been completed on time, under budget, and to the satisfaction of my clients.

- Highly proactive and thorough communicator – I recognize the importance for success. I am comfortable with email, face-to-face verbal, telephone, and written communication, often tailored to suit the comfort level of the people involved.
- Broad experience working with government agencies at local, state, and federal level – I have worked with innumerable local city and county governments along the Wasatch Front. I have experience working with state agencies such as departments of transportation and environmental quality agencies in the state of Utah. I have also worked with several federal agencies including FEMA, EPA, the Army Corps of Engineers, and Hill AFB personnel.
- Strong writing skills – I am a highly skilled writer and have worked hard to develop the ability to communicate clearly and effectively in writing. I can adjust the writing style and technical content to best suit the intended reader. I work very hard to insure my writing is technically accurate, grammatically correct, and effective at conveying the intended information.
- Motivated self-starter – I embrace new, challenging tasks as learning opportunities. I am able to learn new skills quickly and with minimal guidance, on personal time if needed. I have learned to operate many new software programs, including MicroStation Power InRoads and SiteOPS, on my own time. I recognize the value in acquiring new skills as often as possible. I also regularly attend training sessions and webinars by organizations such as ASCE, APWA, and UCEA.
- Ability to perform all aspects of civil engineering projects – My wide range of experience gives me the confidence and capability to complete all aspects of a wide range of civil engineering projects.
- Ability to work independently or as part of any size team – I am experienced in working with diverse types of project teams of all sizes and specialties. I have been part of and managed teams from small to large, sometimes including architects and engineers from other firms, client staff, agency staff, environmental specialists, and a wide range of other members.

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## CAREER HISTORY:

- Bonneville Acquisitions LLC, Managing Member, Ogden Utah: 2017 to Present
  - Mountain States Concrete Pipe Association, Ogden Utah: 2016 to Present
  - Project Engineering Consultants, Ogden Utah: 2014 to 2016
  - Horrocks Engineers, Ogden Utah: 2010 to 2014
  - Morgan High School (Math Teacher), Morgan, Utah: 2009 to 2010
  - Morgan County Engineer/Public Works Director, Morgan Utah: 2007 to 2009
  - Hill & Argyle, Inc., Bountiful Utah: 2006 to 2007
  - Gardner Engineering, Ogden Utah: 1999 to 2006
- \*Additional career history details available upon request

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## PROFESSIONAL ORGANIZATION MEMBERSHIPS:

- American Society of Civil Engineers
- International Right of Way Association – Utah Chapter
- American Public Works Association – Utah Chapter
- Utah City Engineers Association – Associate Member
- Utah Floodplain and Stormwater Management Association





# Jason M. Allen, P.E.

ENGINEER/PROJECT MGR/ROW ACQ AGENT

139 East 5200 South  
Washington Terrace, UT 84405  
Phone: (801) 540-0334  
Email: jason.mark.allen@gmail.com

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## PROJECT EXPERIENCE:

The following is a list of key projects that I have taken part in over the last few years:

- 2550 South Roadway Widening, Weber County, 2019-Present – Acquisition Agent
- 20<sup>th</sup> Street Roadway Widening, Ogden City, 2019-Present – Acquisition Agent
- Jeremy Ranch Road Improvements, Summit County, 2019 – Acquisition Agent
- Larsen Lane Roadway Widening, Harrisville City, 2018-Present – Acquisition Agent
- 12<sup>th</sup> Street Roadway Widening, Weber County, 2018-Present – Acquisition Agent
- South Bench Drive Roadway Improvements, South Weber, 2019 – Acquisition Agent
- 1100 North Roadway Extension, Harrisville City, 2018 – Acquisition Agent
- Ogden City 36<sup>th</sup> and Quincy Intersection Improvements, 2018 – Acquisition Agent
- Pleasant View Skyline Drive, 2017-Present – Acquisition Agent
- Ogden City Harrison Boulevard Reconstruction (7<sup>th</sup> Street to 425 North), 2014-2016 – Project Manager, Right-of-Way Coordination Lead; Design Budget: \$1,600,000
- Pleasant View City Skyline Drive Environmental Assessment, 2014-Present – Project Manager, Roadway Design Lead; Design Budget: \$650,000
- Tooele County Midvalley Highway Right-of-Way and Design, 2015-Present – Project Manager, Right-of-Way Coordination Lead; Design Budget: \$450,000
- UDOT SR-127 & 3000 West Intersection Improvements and Signalization, 2015-2016 – Project Manager; Design Budget: \$50,000
- UDOT US-89 and SR-203 Intersection Design, 2014-2015, Project Manager, Design Lead; Design Budget: \$750,000
- Weber County 3500 West Reconstruction Extension (3100 South to 12<sup>th</sup> Street), 2014 – Project Manager, Right-of-Way Coordination Lead; Design Budget: \$1,000,000
- UDOT SR-108 Roadway Widening, 2013-2014 – Drainage Design Lead
- Weber County 3500 West Reconstruction, 2013-2014 – Project Manager, Drainage/Utility Design Lead, Client Manager; Design Budget: \$200,000

\*Additional project experience details available upon request

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## REFERENCES:

In order to provide a good cross-section of my relationship abilities, please feel free to contact the following client, peer, and personal references.

### Client:

Taylor Nielsen, P.E.  
Ogden City Engineering  
2549 Washington Blvd.  
Suite 760  
Ogden, UT 84401  
(801) 629-8982

### Peer:

Gary Horton, S.E.  
WCEC Engineers  
9980 S. 300 W.  
Sandy, UT 84070  
(801) 879-8134

### Personal:

Larry Leatham  
205 East 5200 South  
Ogden, UT 84405  
(801) 479-3716

Gary Myers, P.E.  
Weber County Engineering  
2380 Washington Blvd.  
Suite 240  
Ogden, UT 84401  
(801) 399-8771

Brooke Stewart  
Weber EDP / WACOG  
2380 Washington Blvd.  
Suite #360  
Ogden, UT 84401  
(801) 399-8413

Robert Coleman  
5084 South 150 East  
Ogden, UT 84405  
(801) 479-5736

\*Additional references can be provided upon request

**EXHIBIT 2**

**PROFESSIONAL SERVICES**

**AGREEMENT ON-CALL PROPERTY**

**ACQUISITION SERVICES WITH**

**HORROCKS ENGINEERS**

**PROFESSIONAL SERVICES AGREEMENT  
ON-CALL PROPERTY ACQUISITION SERVICES**

This Professional Services Agreement for Property Acquisition Services (the "Agreement") is entered into on the 26th day of May, 2020, by and between **SOUTH WEBER CITY**, a political subdivision of the State of Utah (the "City"), and **[CONSULTANT NAME]** (the "Consultant"). The City and the Consultant may be hereafter referred to individually as a "party" and collectively as the "parties."

**RECITALS**

**WHEREAS**, City advertised a Request for Proposals ("RFP"), attached hereto as **Exhibit "A"** and received proposals from various qualified firms on May 18, 2020; and

**WHEREAS**, in response to the RFP, Consultant provided a proposal in response to the RFP ("Proposal"), attached hereto as **Exhibit "B"**; and

**WHEREAS**, City selected Consultant to be in a pool of firms approved to provide negotiation and property acquisition services on as-needed basis; and

**WHEREAS**, City will determine, in its sole discretion, when a need for work exists under this Agreement;

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Scope of Services.** City may request acquisition services from Consultant on as as-needed basis as more specifically described in the City's RFP and the Consultant's Proposal. As the need arises, City will prepare a scope of services for a specific project. Upon request, Consultant shall provide a project-specific fee and schedule for consideration by the City.

2. **Compensation.** The compensation for any work requested under this Agreement shall be given at the rate(s) specified in each project-specific proposal, and shall not to exceed the total budget established for each project. Said total shall constitute full payment for all services rendered and costs incurred by Consultant in performing this Agreement for each project.

3. **Requests for Payment.** Invoices for progress payment may be submitted to the City (Accounts Payable) on a frequency not exceeding monthly. Invoice content shall, at a minimum, contain the following: reference to the associated Project; established budget; percentage completed; and a detailed breakdown of rates, specific employee(s), and dates worked. City agrees, within thirty (30) days after receipt of each payment request, either to process the request or return it to the Consultant indicating the reasons for refusing to approve payment. Once corrected and approved, the City agrees, within thirty (30) days, the approved amount will be paid.

4. **Non-Guarantee of Work.** City will determine, in its sole discretion, when a need for work exists under this Agreement. City may have qualified more than one Consultant for a particular type of work

and City does not guarantee a specific quantity of work to any Consultant either in terms of the number or value of Project(s). In some instances, City may determine that work which could be performed under this Agreement should be put out for separate bid or that a request for proposal will be issued to Consultants in the pool. In that event, and if Consultant is awarded work, the work will be performed pursuant to such separate bid or request for proposal.

5. **Independent Contractor.** Consultant shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the City. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, Consultant shall comply with all federal, state, and local laws and regulations, and all orders under any applicable law, and all policies of City for independent contractors, as adopted from time to time by City.

6. **Standard of Performance / Professionalism.** Consultant acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Consultant agrees to perform the services under this Agreement with the level of professionalism expected in its industry in the community. Further, Consultant, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interest of the City. Consultant further agrees that it will not accept any fee or financial remuneration from any entity or person other than City for its performance under this Agreement. The Consultant shall without delay correct any problem or deficiency arising out of its failure to meet this standard of performance without additional cost to the City.

7. **Ethical Standards.** Consultant represents that it has and shall not:

- a. Provide(d) an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee or relative of business entity of a former City officer or employee;
- b. Retaine(d) any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or other bona fide commercial agencies established for the purpose of securing business;
- c. Breach(ed) any of the ethical standards set forth in State statute or South Weber City Ordinance 2-1-190; nor
- d. Knowingly influence(d) any City officer or employee or former City officer or employee to breach any of the ethical standards set forth in State statute or City Ordinances.

8. **Confidentiality.** Consultant shall hold all information provided to it by City for the purpose of its performance of this Agreement, whether provided in written or other form, in strict confidence; shall make no use thereof other than for the performance of the Agreement; and shall not release any of said information to any third party, any member of the Consultant's firm who is not involved in the performance of services under this Agreement, or to any representative of the news media without prior written consent of the City. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Consultant in performance of this Agreement shall also be held confidential by Consultant. City shall have the sole obligation of privilege of releasing such information as required by law.

9. **Default.** Either party shall be considered to be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) after thirty (30) days' written notice from the other party of such substantial failure to perform.

10. **Termination.**

a. **Termination for Default.** City may terminate this Agreement for an "Event of Default" as defined, upon written notice from City to Contractor.

b. **Termination by Contractor for Default.** Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to City.

c. **Event of Default.** As used in this Agreement, the term "Event of Default" means (a) a Party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 days after written notice to the Party failing to make such payment; (b) a Party hereto fails to perform any of its material obligations and such failure continues for a period of 30 days after written notice to such defaulting Party; or (c) any material representation or warranty of a Party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

d. **Force Majeure.** Neither Party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that Party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Contractor or City shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other Party.

e. **No Limitation of Rights.** The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either Party shall in no event constitute a waiver as to any future breach.

f. **Termination for Convenience.** City reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever City determines, in its sole discretion that it is in the City's interest to do so. If City elects to exercise this right, City shall provide written notice to Contractor at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, Contractor shall be paid for all services up to the date of termination. Contractor agrees that the City's termination for convenience will not be deemed a termination for default nor will it entitle Contractor to any rights or remedies provided by law or this Agreement for breach of contract by the City or any other claim or cause of action.

11. **Term and Renewal.** The term of this Agreement is for three (3) years. Upon review by City, the Agreement may be extended for two (2) additional years. The total term of the Agreement; however, shall not exceed five (5) years.

**12. Consultant's Working Files and Accounting Records.**

a. Working Files. Consultant shall maintain files containing all work documentation, including calculations, assumptions, interpretations, or regulations, sources of information, and raw data generated, produced, created, or required in performing this Agreement. Consultant shall provide City copies of information contained in Consultant's working files upon City's request, and such copies shall become property of the City upon delivery.

b. Accounting Records. Consultant shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 3. Consultant shall retain and make such records available to City for its examination during Consultant's normal business hours for a period of three (3) years after Consultant submits its final invoice to City.

c. Audit. City may, in its sole discretion, audit any invoice or statement of cost submitted by Consultant, at any time, as long as the City gives Consultant written notice of its intent to conduct the audit. An audit may take place within the current term and up to three (3) years after Consultant submits its final invoice to City.

**13. Insurance.**

a. Consultant, as its own cost, shall secure and maintain during the term of this Agreement, the following minimum coverage:

i. Worker's Compensation and Employer's Liability. As required by the State of Utah.

ii. Commercial General Liability. Minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate.

iii. Professional Liability. Minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.

iv. Commercial Automobile Liability. Minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

b. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah that are currently rated A- or better by A.M. Best or listed in the United States Treasury Department's current listing of Approved Sureties, as amended.

c. The Consultant shall furnish certificates of insurance, acceptable to the City, verifying compliance with the insurance requirements herein prior to the execution of the Agreement. Consultant shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies through the life of this Agreement.

d. The Consultant's insurance policies shall be primary and non-contributory to any other coverage available to the City. The worker's compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of the City.

e. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Consultant shall provide a new certificate of insurance within thirty (30)

days after being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the City.

f. All required policies shall provide coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to the City.

g. In the event the Consultant fails to maintain and keep in force any insurance policies as required herein, City shall have the right at its sole discretion, to obtain such coverage and reduce payments to Consultant for the costs of said insurance.

14. **Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

City	Consultant
South Weber City	Horrocks Engineers
David Larson, City Manager	Cory Pope, Principal-In-Charge
1600 E. South Weber Drive	4919 S 1500 W #300
South Weber, UT 84405	Riverdale UT 84405
801-479-3177	801-910-0880
<a href="mailto:dlarson@southwebercity.com">dlarson@southwebercity.com</a>	<a href="mailto:coryp@horrocks.com">coryp@horrocks.com</a>

The authorized representative(s) shall have full power to bind City and Consultant in decisions related to a Project and not requiring approval of City's elected representatives, unless otherwise required by City's Purchasing Policy. Each party may designate an authorized representative upon written notice to the other party.

15. **Equal Opportunity.** To the extent applicable hereto, Consultant will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

a. The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means Consultant.

b. The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means Consultant.

c. The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules

and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order is under \$10,000. As used in said clause, "Contractor" means Consultant and "Contract" means this Agreement.

16. **Compliance with Laws.** Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Consultant of applicable law, rule or regulation, shall constitute an event of default under this Agreement. Consultant is responsible, at its sole expense, to acquire, maintain, and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

17. **Conflict of Interest.** None of City's elected representatives or its employees, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further agrees that in the performance of this Agreement no person have such interest shall be employed.

18. **Indemnification.** Consultant agrees to indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third Parties, including Consultant, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workman and suppliers, however allegedly caused, resulting directly or indirectly from, or arising out of, Consultant's breach of this Agreement or any acts or omissions of or by Consultant, its agents, representatives, officers, employees, or subcontractors in connection with its performance of this Agreement. Consultant agrees that its duty to defend and indemnify the City under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the City for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the City.

19. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents, and assigns.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.

21. **Arbitration.** Any difference, dispute, claim, or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in South Weber City, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.

22. **Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.

23. **Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any



waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.

24. **No third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.

25. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.

26. **Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.

27. **Certification of Eligibility.** Consultant certifies that neither the Consultant nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is 100 percent or partially funded with state or federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

**SOUTH WEBER CITY CORPORATION**

\_\_\_\_\_  
David J. Larson, City Manager

Date: \_\_\_\_\_

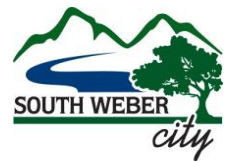
\_\_\_\_\_  
Attest: City Recorder, Lisa Smith

**Horrocks Engineers**

\_\_\_\_\_  
Cory Pope, Principal-In-Charge

Date: \_\_\_\_\_

## **EXHIBIT A – Request for Proposals & Addenda**



**SOUTH WEBER CITY  
REQUEST FOR PROPOSALS  
ON-CALL PROPERTY ACQUISITION SERVICES**

Advertisement

South Weber City is accepting proposals from qualified property acquisition agents/firms interested in submitting qualifications and proposals for the acquisition of property and easements within South Weber City on an on-call basis.

It is the intention of the City to select several agents firms to create a pool of pre-qualified property acquisition agents/firms for a term of three (3) years. Consultants will be selected based on qualifications, experience, and fee. Consultants who submit proposals may be interviewed for final selection. Selected Consultants are expected to be available to begin work on or after June 1, 2020.

South Weber City will make the Request for Proposals (RFP) available to any interested parties from the City's website: [www.southwebercity.com](http://www.southwebercity.com) and the City Engineer's website: [www.jonescivil.com](http://www.jonescivil.com). Interested parties are responsible for monitoring the website(s) for information concerning the RFP and any addenda issued.

Closing Date for Questions is Thursday, May 14 at 12:00 p.m.

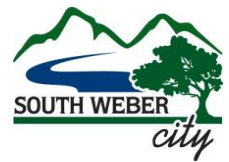
Closing Date for Receipt of Proposals is Monday, May 18, 2020 at 3:00 p.m.

See full RFP for full schedule and details.

Owner reserves the right to reject any or all Proposals, to waive any informality in a Proposal, and to select the Proposals that are the most advantageous to the City.

Owner:	South Weber City
By:	Lisa Smith
Title:	City Recorder
Date:	05/06/2020

Publish: May 7 & 14, 2020



## **REQUEST FOR PROPOSALS ON-CALL PROPERTY ACQUISITION SERVICES**

### **I. INTRODUCTION**

South Weber City ("City") is seeking proposals from qualified and experienced Property Acquisition Consultants ("Consultant") to provide negotiation and acquisition services for South Weber City on an as-needed basis ("Project"). No guarantee of the actual service requirement is implied or expressed by this solicitation. Service requirements will be determined by actual need. The City intends to create a pool of qualified consultants for work needed in the next three (3) years.

### **II. SERVICES**

#### **A. General Scope**

As necessary, Consultant will coordinate efforts for the purchase of 1) fee simple ownership of property, 2) easements, and 3) temporary construction easements. Applicants must follow the requirements imposed by City ordinance and State law associated with the acquisition of property. Procedure shall ensure that should the City have to use eminent domain powers, all previous requirements are met.

Consultant will be required to coordinate with the designated City Representative.

City will provide property survey and legal descriptions to the Acquisition Consultant. Consultant is responsible for coordinating and developing the title work and the documents necessary for property and/or easement acquisition.

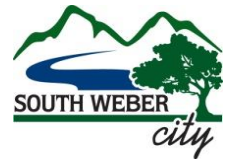
Consultant may be responsible to provide property appraisals services and complete an assessment package for the title company, when necessary.

City shall contract with a title company to complete the closing fees for a marketable title. City shall request the funds to be remitted to the title company to complete the transaction.

#### **B. Minimum Requirements**

Consultant shall:

1. Be able to document at least five (5) years of experience in residential, commercial, land and industrial real estate.
2. Be familiar with all aspects of real estate transactions, including negotiation, purchase contracts, appraisals, and title insurance.
3. Hold a current Utah Real Estate license as an Agent or Broker.
4. Be familiar with reading and interpreting right-of-way maps, deeds, engineering drawings, and blueprints.
5. Have at least three (3) years' experience working with public entities in Utah.



### **C. Duration of Contract**

The duration of this contract is three (3) years and will automatically renew annually for a period of one (1) year, unless 30 days written notice is given by either party to the other. The total contract time shall not exceed five (5) years.

City reserves the right to review contracts on a regular basis regarding performance and service elements during the term of the contracts.

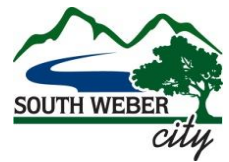
### **D. Deliverables**

1. Consultant will make initial contact with property owners to coordinate appraisals, feedback, and help circulate relevant project information.
2. Consultant will work with the Surveyor to provide accurate legal information to property owners and other professionals involved in the process.
3. Consultant will provide/coordinate appraisal services which are sufficient to establish the appropriate compensation to be paid to property owners for each easement, parcel or portion thereof which is acquired for the Project. Consultant shall prepare and review all appraisal reports submitted for the acquisition. All appraisals must be completed under the Uniform Standards of Professional Appraisal Practice by a Certified General Appraiser. Consultant will provide City a Just Compensation document to sign before presenting offer to property owner. Consultant will not make an offer to property owner without City's consent and agreement to offer.
4. Consultant will make contact with property owners, present offers, negotiate on behalf of the City, and provide all necessary real estate documents associated with the sale of property or purchase of easement to the City.
5. Consultant will provide the City with acquisition packets complete with title reports and warranty deeds and/or easements for all parcels or portions thereof which are to be acquired for the project for final review and approval.
6. Eminent domain work will be performed by City in the unlikely event it is warranted.
7. Other items as required by the scope of the project.

### **E. Insurance Requirements**

Consultant, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

1. Workers' compensation and employer's liability insurance as required by the State of Utah.
2. Commercial general liability insurance in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate.
3. Professional liability insurance in the minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.



4. Commercial automobile liability insurance that provides coverage in the minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

### **III. INSTRUCTIONS TO APPLICANTS**

#### **A. Timetable**

The following timetable has been established for this project:

1. Questions Deadline: Thursday, May 14, 2020 at 12:00 p.m.
2. Addenda Deadline: Thursday, May 14, 2020 at 5:00 PM
3. Submission Deadline: Monday, May 18, 2020 at 3:00 PM, local time (via email)
4. Approximate Notice of Award: On or around May 27, 2020

#### **B. Procedure**

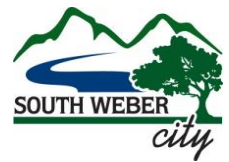
The procedure for response to this request, evaluation of qualifications, and selection of Consultant(s) is as follows:

1. Interested entities will prepare and submit their proposal according to the Timetable contained in Subsection III-A above.
2. City and/or its representatives will evaluate all submitted proposals in accordance with the evaluation criteria.
3. Oral presentations from top ranked applicants may be requested by the City.
4. City will select applicant(s) based on the review of the proposals and subsequent oral presentations.
5. Recommendation of Award will be presented to City Council for consideration.
6. If approved by City Council, a Professional Services Agreement incorporating the provisions, terms, and conditions of this RFP will be negotiated between the City and the selected applicant(s).

#### **C. Submittal**

1. All questions should be submitted to Dana Shuler at [dana@jonescivil.com](mailto:dana@jonescivil.com) by the deadline shown above.
2. Proposals will only be accepted by email. Each proposal shall be submitted to:
  - a. Lisa Smith at: [LSmith@southwebercity.com](mailto:LSmith@southwebercity.com) **AND**
  - b. Dana Shuler at : [Dana@jonescivil.com](mailto:Dana@jonescivil.com)

Proposals must be received by the Submission Deadline. South Weber City will not accept any late proposals or proposals submitted by any other method.



Proposals shall be one (1) pdf document and shall not exceed **5 MB**.

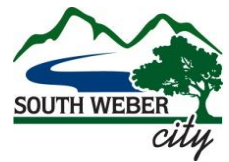
3. Submittals must be complete in meeting the requirements of this request. The City reserves the right to request that the Applicant clarify any part of its proposal. Responses to such requests must be made in writing and will become part of the proposal. Additional information provided after the deadline will not be considered unless specifically requested by the City.

#### **D. Submittal Organization and Content**

The comprehensive RFP response shall include all requested information and documentation. Incomplete submittals may be deemed non-responsive.

Submittals shall contain no more than fifteen (15) pages, excluding resumes and copies of licenses. The submittal shall include the following:

1. Transmittal Letter: The letter of transmittal shall be on official business letterhead and shall include the following:
  - a. A statement of the respondent's intent to participate in the contract and comply with all terms and conditions as indicated in the RFP or exceptions taken thereto.
  - b. A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
  - c. A certification statement to the effect that the person signing the submittal is authorized to do so on behalf of the respondent.
  - d. Name of the key contact person with his/her title and telephone numbers.
2. Qualifications: This section is an indication of ability to perform the required services and understanding of the purpose and scope of the proposed services.
  - a. Provide a brief description of Respondent's historical background, scope and nature of services routinely provided, and its capabilities.
  - b. Identify the type of business (corporation, partnership, sole proprietor, etc.) and license number to do business in the State of Utah.
  - c. Describe knowledge with all aspects of real estate transactions, including negotiation, purchase contracts, appraisals, and title insurance.
  - d. Provide documentation for current Utah Real Estate license as an Agent or Broker.
  - e. Describe knowledge with reading and interpreting right-of-way and property maps, deeds, engineering drawings, and blueprints.
  - f. Describe support personnel and all necessary equipment to provide the services outlined in this Request for Proposals.



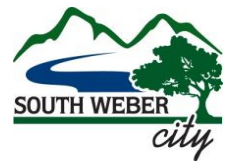
3. Experience: This section should describe the Respondent's experience on recent projects, including the individual team members' involvement on the specific projects described. Project information and plans for the identified projects should be briefly included.
  - a. Respondent should describe their familiarity with sections 10-8-2 and 78B-6-5 of the Utah Code.
  - b. Provide detailed relevant experience of similar projects which shall include name of client, contact person and current phone number, email, brief description of service performed, date of services, total contract amount, and any other pertinent information regarding the experience.
  - c. Document at least five (5) years of experience in commercial, land, industrial, and residential real estate work.
  - d. Document at least three (3) years of experience working with public entities.
4. Key Personnel and Project Team: This section should contain the following information:
  - a. Organizational chart showing the team involved including individual members, all organizations, relationships, and breakdown of responsibilities.
  - b. The percentage of the work that is expected to be performed locally. Indicate other offices/locations that might provide services along with a percentage of work to be performed at those locations.
  - c. Provide professional credentials, certifications, resumes, licenses, and experience of project team.
  - d. If any part of the work will be provided by subconsultants, state the company name and their role in projects. Consultant will be responsible for verifying the qualification and validity of all licenses or permits for any outsourced work to subcontractors.
5. Fee Proposal: The fee proposal shall include lump sum costs for:
  - a. Acquisition services per residential parcel.
  - b. Preparation of documents.
  - c. Administrative Compensation Estimate (for values under \$10,000).
  - d. Expected reimbursables rate and subconsultants mark-up rate.

Actual costs may be determined on a per project basis depending on the property type and complexity of the project.

#### **E. Oral Presentation/Interview**

As part of the evaluation process, City may elect to invite selected respondents to make oral presentations to the City and/or respond to the panel's questions. These presentations must be





made by the same project team personnel who will be assigned to the project should the Respondent be awarded the contract.

#### **F. Evaluation Criteria**

- IV. The City shall establish a selection committee that will evaluate and rate each proposal based on the criteria and weights shown below. Evaluations for each proposal will be tallied to determine the final proposal score. Highest ranking applicants will be recommended to the City Council for inclusion into the pool. Submittal of an incomplete proposal or a proposal that does not follow the instructions in paragraphs above is grounds for disqualification.
1. Transmittal Letter (5%): Complete information as requested.
  2. Qualifications (20%): Knowledge and ability of Respondent to perform the services required.
  3. Experience (20%): This category deals with the Respondent's performance on prior local projects.
  4. Key Personnel and Project Team (20%): This category deals with the education, training, and experience level of key personnel proposed, as well as previous experience working together as a team.
  5. Fee Proposal (20%): Value of Respondent's services.
  6. Optional oral presentation (15%).

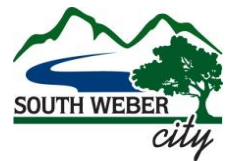
#### **V. OTHER**

##### **A. Submittal Ownership**

All proposals (and the information contained therein) shall become the property of the City. Respondents should carefully consider the items submitted before submitting items that would not be disposable to the Respondent. Submittals may be reviewed and evaluated by any person at the discretion of the City. No submittal shall be returned to the Respondent regardless of the outcome of the selection process.

##### **B. Acceptance of Proposal**

1. The City reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject for any reason, any or all submittals pursuant to this request for proposals.
2. The Respondent agrees that the City may terminate this procurement procedure at any time and for any reason, and the City shall have no liability or responsibility to the Respondent for any costs or expenses incurred in connection with this request, or Respondent's response.



**C. Withdrawal of Submittal**

The submittal may be withdrawn upon request by the Respondent without prejudice.

**D. Submittal Cost**

Cost for developing submittals and subsequent presentations are entirely the responsibility of the Respondent and shall not be chargeable in any manner to the City.

**E. Reservation of Rights**

The City reserves rights to:

1. Reject any and all submittals received in response to this RFP.
2. Waive or modify any informalities or irregularities in submittals at the sole discretion of the City, which is determined to serve the best interest of the City.
3. Request additional information or modifications from applicants prior to award if such is in the best interests of the City.
4. Use any ideas submitted in the submittals received, unless covered by legal patent or proprietary rights. Selection or rejection of the submittal does not affect this right.
5. In the event of unsuccessful contract negotiations or contract termination, enter into contract negotiations with other qualified respondents that submitted acceptable proposals.
6. Cancel or modify the terms of this RFP and or the project at any time and for any reason preceding the execution of a contract.
7. The City shall be the sole judge of the merits of the respective proposals received.

**F. Public Record**

In accordance with State Law, proposals are public record and are subject to public review upon request. However, a Respondent may request that any part of its proposal be designated a protected record and not be available for public release by complying with Utah Law, 63G-2-309(1). To do this, the Respondent must provide the City with a written claim of business confidentiality and a concise statement of the reasons supporting this claim. The information must be submitted together with the proposal to be considered.

## **EXHIBIT B – Response to Request for Proposals**



May 18, 2020

Attn: Lisa Smith, City Recorder  
South Weber City  
1600 E. South Weber Dr.  
South Weber City, UT 84405

**SUBJECT: Proposal for On-Call Property Acquisition Services**

Dear Ms. Smith and Selection Team:

Horrocks Engineers appreciates the opportunity to submit our proposal for South Weber City's On-Call Property Acquisition Services. We are a full-service civil engineering firm with over 50 years of experience serving municipalities in the State of Utah.

Our ROW Acquisition team has provided high-quality deliverables on transportation and municipal infrastructure projects for over 25 years. Most recently we have worked closely with the Utah Department of Transportation (UDOT) to deliver all ROW acquisition services for the US-89 Reconstruction project in Davis County.

As part of this submittal Horrocks Engineers certifies to the following:

- Horrocks Engineers fully intends to participate in the City's contract and comply with all terms and conditions as indicated in the RFP or exceptions taken thereto.
- Horrocks Engineers does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
- Cory Pope, PE will serve as Principal-In-Charge and Single Point of Contact for all contractual and administrative matters on this project and is authorized to sign this submittal on behalf of Horrocks Engineers.

We are committed to every project that we undertake, and will provide a single point of contact for this property acquisition contract and ensure the City has direct access to Horrocks management, if needed. Should questions arise during review of this submittal, please feel free to contact me at any time.

We thank you again for this opportunity.

Sincerely,

Cory Pope, PE  
Principal, Horrocks Engineers  
P: 801.910.0880 | E: coryp@horrocks.com

# ON-CALL PROPERTY ACQUISITION SERVICES

## FIRM OVERVIEW

**Name:** Horrocks Engineers, Inc.

**Address:** 4919 South 1500 W, Suite 300, Riverdale, Utah. Although the work for this contract will be performed from our Riverdale location, we can also draw on Right-of-Way (ROW) experts from 16 other offices when necessary.

**Primary Contact: (Contract Administration):** Cory Pope, PE | Mobile: 801.910.0880 | Email: coryp@horrocks.com | **(ROW Acquisition):** Wendy Hansen, SR/WA, RAC. Broker | Mobile: 801.631.6121 | Email: wendyh@horrocks.com

**Riverdale Business License:** # 2041; Issued 1/1/2020 (official copy included in appendix section)

We also maintain business licenses and licensed engineers in Utah and every other state in the western United States.

**52 YEARS**  
Age of Horrocks

**9 %**  
Turnover Rate

**479 EMPLOYEES**  
Average Number of Employees  
over the Past Five Years

**610 EMPLOYEES**  
Company-Wide

**41 EMPLOYEES**  
In Ogden Area Office

*Incorporated in Utah in 1972 and in operation since 1968, Horrocks has a long history and reputation as an innovative civil engineering firm.*

Horrocks has provided local and state agencies with general civil engineering services for more than **50 years**. Over the last five years, Horrocks has served more than 200 governmental agencies with infrastructure projects, while coordinating closely with their Engineer of Record.

With over 600 employees company-wide and nearly 400 in our headquarters office, we have the ability to assign adequate staff and specialty expertise to perform on any size of ROW or engineering projects, while ensuring Horrocks

leaders remain familiar with each client's needs.

These attributes enable us to be responsive and diligent to the needs of each project, regardless of size and complexity.

Horrocks has worked with many municipalities as they have grown and assisted them with visioning, planning, ROW acquisition and relocation and engineering that is now paying dividends in the form of sound infrastructure systems and thriving communities. *In the Appendix, we have included our business and ROW-related licenses as requested in the RFP.*



Horrocks' Riverdale Office

# ON-CALL PROPERTY ACQUISITION SERVICES

## FIRM QUALIFICATIONS

We appreciate this opportunity to demonstrate our ability to provide on-call property acquisition services to South Weber City. Horrocks is interested in providing ongoing property/ROW services, including:

- Acquisition for fee simple ownerships, permanent easements and temporary construction easements
- Administrative Compensation Estimates, (ACE's)
- Appraisal review and coordination
- Preparation of final acquisition packages meeting all state and federal regulations.

The following sections provide additional detail of our knowledge and ability to provide Property Acquisition Services.

### Knowledge of Real Estate Transactions:

Horrocks is a local firm of more than 400 employees, including a complete staff of ROW acquisition, relocation, and appraisal experts; civil engineers; surveyors, CADD operators, and clerical personnel. With our diverse staff, we are able and prepared to commit the necessary resources to provide top-quality service on all City projects requiring ROW services. Our agents and project coordinators fully understand the following:

- ROW acquisition/relocation services and oversight
- Valuation services and appraisal management oversight
- Project coordination and turn-key delivery of ROW acquisition
- ROW project planning and project management oversight
- Condemnation and litigation support

Our team has in-depth and practical knowledge of applicable state and federal laws and of implementing regulations affecting property acquisitions as noted in the RFP, specifically:

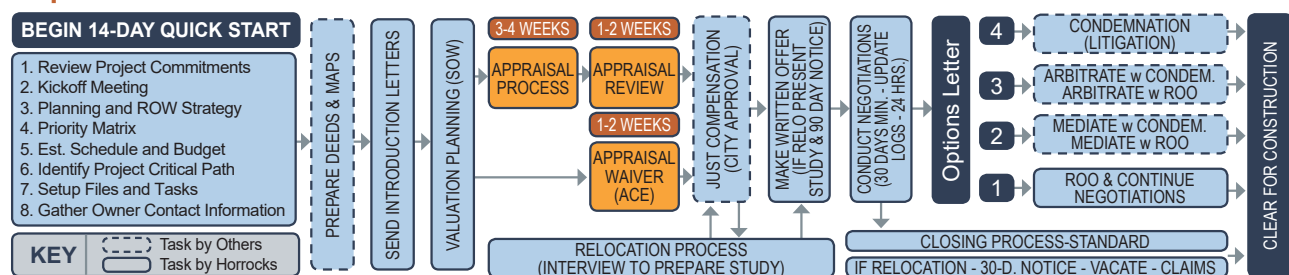
### Utah Code Sections:

- 10-8-2 - Appropriations -- Acquisition and disposal of property -- Municipal authority -- Corporate purpose -- Procedure -- Notice of intent to acquire real property.
- 78B-6-5 Eminent Domain:
  - Section 505 Negotiation and disclosure required before filing an eminent domain action. (Effective 5/12/2020)
- Federal Uniform Relocation Act
- Code of Federal Regulations (sections 49 CFR Part 24 and 23 CFR Part 10)
- Utah State Code Section 57-12, Utah Relocation Assistance Act

Because our firm has diverse experience, we offer a depth of understanding, strong leadership and communication capabilities, and the applicable lessons learned needed to keep even the most challenging projects on schedule. We are also able to easily communicate with multi-discipline teams in response to the needs of the City.

**Negotiations:** Our ROW team will work closely with the City to ensure the acquisition process goes smoothly and is delivered on time. We are experienced in negotiation with more than 20 years of experience working with stakeholders, owners, and the public. As a team we understand that the best way to reach a win-win situation for both the City and the property owners is to build trust and have excellent communication with everyone involved in the transaction.

## Acquisition/Relocation Work Flow





## ON-CALL PROPERTY ACQUISITION SERVICES

Prior to beginning any negotiation it is very important to ensure all offer and acquisition documents have been thoroughly reviewed by the agent and approved by the City. Because negotiations can be a very emotional process for property owners, it is critical to match our individual agent personalities with those of the property owner, and at times provide a different agent depending on the personality of the owner.

*Our ultimate goal when negotiating with property owners is to ensure they have been treated with respect and professionalism, resulting with the owners feeling they have been treated fairly.*

**Purchase Contracts:** It is critically important to clearly describe to property owners the terms of the purchase contracts and make sure a signature is obtained. We have thorough knowledge and experience with UDOT's purchase contract documents and all other documents that are required to be submitted and signed by the property owners. We have completed thousands of purchase contracts for various agencies across the state during the last 20 years. We understand the following:

- Items that need to be included in the purchase contracts; compensation amount, Cost to Cure items, special conditions approved by the City
- The difference between eminent domain or voluntary acquisitions
- Full and partial acquisitions, easements, etc. and the different situations that require unique approaches

Horrocks has implemented a QA/QC process to ensure that all of the documents presented have gone through a stringent quality check. We have prepared a thorough checklist that will help to ensure the process.

**Admin. Comp. Estimates & Appraisals:** Wayne Larsen has over 35 years of valuation knowledge and appraisal experience of which 26 years were focused in eminent domain appraisal. His expertise also includes a Uniform Act certification. All of our agents are qualified and capable of providing ACE's. We also partner with local, independent, certified appraisers to provide property valuations, allowing Horrocks' in-house appraisal experts to provide independent appraisal review services as required by federal

regulations, if needed. We are also available to provide preliminary ROW valuations to assist with project planning.

**Title Insurance:** Upon completion of a successful negotiation, a complete acquisition file will be prepared and submitted to Wendy Hansen for QA/QC review. The complete file will be delivered to South Weber City for final approval and processing. We will also prepare Payment Request documentation (inclusive of closing costs) and submit to the City for approval. If an in-house closing is an available option, payment will be received from the City and delivered to the property owner. If a formal closing is required, we can order title work from and assist in scheduling and attend closing with owner. We are familiar with the following as part of the closing process:

- Coordinating appraisal review and QC
- Reviewing vesting documents
- Receiving preliminary title reports

**Licenses and Certifications:** Horrocks meets and exceeds the licensing and certification requirements for each of the ROW disciplines we are submitting our qualifications to provide. A detailed listing of our applicable qualifications are found in the following pages, and briefly described in the table below.

Horrocks' Team Licenses/Certifications	
License/Certification Name	Held by Horrocks
UT Real Estate Broker	1
IRWA SR/WA	2
Certification General Appraiser	1
UT Residential Licensed Appraiser	1
UT Real Estate Sales Agent	5
R/W-AC (Appraisal Cert)	1
R/W-URAC (Uniform Act Cert.)	1
R/W-NAC (Negotiation Cert.)	1
CPM	1
R/W-RAC (Relocation Cert)	1
Notary Public	6
UT Instructor License for Real Estate	1
UT Instructor License for Appraisal	1

Wendy Hansen is the Broker for WLC Consulting, a wholly-owned subsidiary of Horrocks Engineers, and has been conducting business on ROW projects for over 20 years specializing in acquiring properties for public entities both on a voluntary basis and under eminent domain.

## ON-CALL PROPERTY ACQUISITION SERVICES

### Knowledge of ROW Plans, Maps, & Instruments

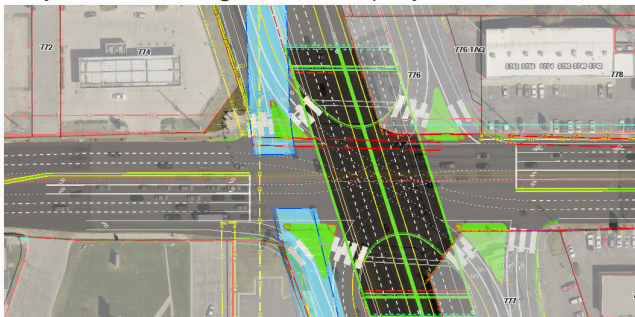
As part of a full-service engineering company, our ROW agents work closely with licensed land surveyors and engineers in the development of ROW plan sets, exhibits and ROW instruments, giving them first hand knowledge and experience in reading and understanding these project documents. The ability to review and explain project plan sets with property owners becomes a valuable skill during negotiations. We also understand that it may be important to involve project designers or engineers when discussing project features, and we appreciate the opportunity to include those personnel when possible.

### Support Personnel & Necessary Equipment:

As described in the Experience and Project Team sections of this proposal, our main support personnel for this On-Call contract come from within the ROW Acquisition group. However, this team commonly works closely with many other disciplines to provide additional support or resources for large or complicated projects. The following are brief descriptions of the service discipline groups our ROW team often works with on projects:

**Survey & ROW Design:** We recognize that technical services, such as survey and ROW design will be provided by the City. Horrocks has in-house ROW engineering and survey teams. We will utilize our extensive experience working with these groups to ensure great communication happens when the hand-off of surveys or legal descriptions from the City takes place.

**GIS Property Tracking & Identification:** Horrocks' in-house GIS team has developed a GIS platform that displays project maps to spatially track property owner information, document communication with the property owner, and display real-time parcel acquisition status and costs. While this tool is not necessary with smaller projects, it has become very useful on larger corridor projects.



For all ROW parcels impacted by any project, we closely track the assignments and due dates for all activities (appraisals, reviews, relocation, 4-options letter, etc.) using our GIS-based parcel tracking tool, where the team can see the status of each parcel and track assigned tasks and important decisions. This is important to keep project schedules moving and the project team on track. This tool also enables the project team to identify high-risk stakeholders early in the process, allowing for adequate acquisition time and manage schedule and cost more efficiently.

### Public Involvement/Stakeholder Coordination:

Our growing Public Involvement (PI) department is committed to matching the needs of each client and project with the appropriate team and resources. Most importantly, we focus on individual client support for each job. We specialize in providing communication services for planning and feasibility studies, NEPA/environmental processes, design, and construction. Our firm offers a team comprising communication professionals, graphic designers, and programmers/GIS experts. Our PI professionals have extensive communication experience and are dedicated to developing and implementing strategic, comprehensive outreach campaigns. We have in-house technical support; computer programming, GIS development, graphic design, and production all housed under one roof. We strive to build and develop relationships to increase trust in the project through a variety of interactive tools including hotlines, email blasts, canvassing, and public comment meetings.

Communication between owners, stakeholders, and the public is critical to project success. On larger projects, we frequently work closely with our Public Involvement team to ensure consistent communication throughout the neighborhoods. This coordination ultimately results in minimizing controversy on a project. As the liaison between clients and the community, the Public Involvement Team provides a single point of contact for developing clear and consistent messaging; communicating with a variety of tools such as newsletters, open houses, canvassing, social media, and hotlines; responding to public inquiries; and coordinating with stakeholders to resolve concerns.

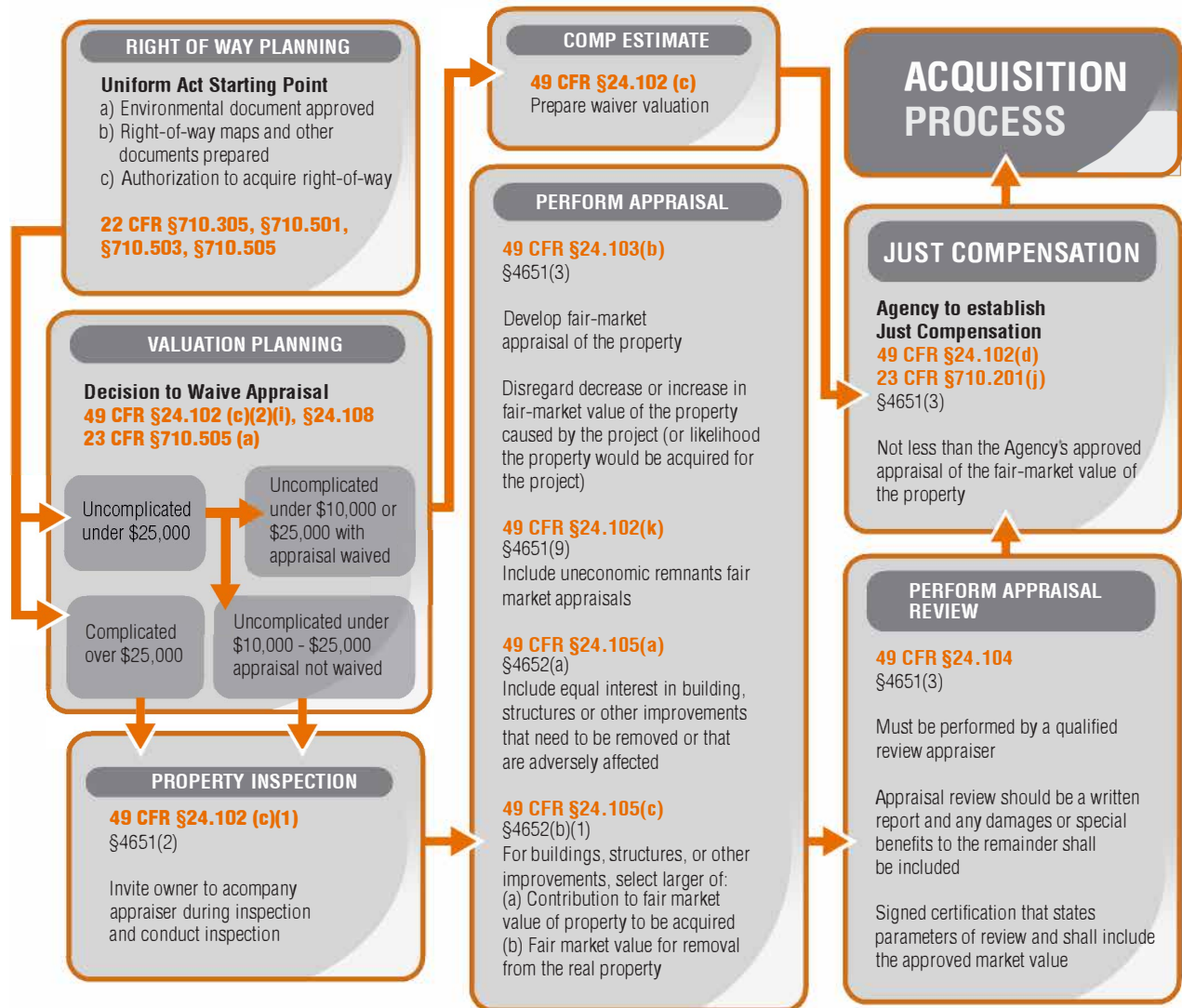


# ON-CALL PROPERTY ACQUISITION SERVICES

## UDOT VALUATION PROCESS

The UDOT valuation work flow chart shown below has been a valuable resource to maintain consistency and ensure compliance with all state and federal regulations.

We understand that municipalities will provide their own guidance on appraisal waiver/Administrative Compensation Estimate use limits and we will adjust, as necessary, to meet these criteria.



## PROJECT EXPERIENCE

**Familiarity With Utah Codes:** The Horrocks ROW acquisition team is very familiar with Utah Codes 10-8-2 and 78B-6-5, including how it is integrated with other Utah and federal regulations (57-12-13 & the Uniform Act) required for any public project subject to the authority of eminent domain. We understand how each of the following codes have to be adhered to during the ROW acquisition process, as outlined below:

### **13-43-201, Commerce and Trade – Office of the Property Rights Ombudsman**

- Applies to all negotiations that are subject to the power of eminent domain
- Must disclose the Office of the Property Rights Ombudsman in every negotiation, as found in 78b-6-505
- Property owner right to request a second appraisal (paid by agency)
- Mediation / Arbitration – Property owner right if requested

**78b-6-505, Judicial Code – Particular Proceedings & Eminent Domain Negotiation & Disclosure** – Provide the fee simple owner and each claimant a complete printed copy of the materials provided on the Office of the Property Rights Ombudsman website in accordance with Title13/Chapter43/Section203 regarding the acquisition of property for a public purpose and a property owner's right to just compensation.

**Commercial, Land, Industrial, and Residential Real Estate Experience:** Horrocks' ROW team is prepared to meet and exceed the City's expectations. We are a full-service civil engineering firm and have extensive experience providing ROW acquisition services with town special service districts and municipalities, serving approximately 35 different municipalities as city engineer, engineer of record, and/or on-call engineer for the last 30 years.

Horrocks Engineers has performed every aspect of property acquisition on hundreds of commercial, land, industrial, and residential real estate projects over the past ten years. Horrocks ROW team has worked on hundreds of projects for UDOT, West Valley, UTA, Highland City, Utah County, Salt Lake County, Weber County, Salt Lake City, etc. over the years. Horrocks has been

successful on working on and completing some of the States biggest project completing them on budget and schedule.

Wendy Hansen, the lead Acquisition Agent for this proposal, has provided all aspects of ROW acquisition services in northern Utah counties for the last 25 years. She will be supported by our ROW team (more details included in the Project Team section) members, who are knowledgeable and experienced with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Title 49, Code of Federal Regulations Part 24 and 23 CFR Part 10) (Uniform Act), stays continually familiar with the Federal Uniform Relocation Act (49 CFR Part 24), and the Utah State Code Section 57-12, as well as continuing to research information as needed to complete acquisitions in a successful and timely manner.

**Working with Public Entities:** Over the 50 years that Horrocks has provided a broad range of civil engineering services, we have developed unrivaled experience coordinating with hundreds of stakeholders. Cities, UDOT and other DOTs, state agencies, federal agencies, canal companies, and utility companies each have individual needs, requirements, standards, processes, policies, and personnel. We have developed strong, ongoing relationships with many of these stakeholders.

*Below is a table that summarizes our relevant project experience working and collaborating with commercial, land, industrial, resident, and public utility project partners, as well as project references on ROW acquisition projects our ROW team has worked on during the last five years.*



## ON-CALL PROPERTY ACQUISITION SERVICES

### SIMILAR PROPERTY ACQUISITION PROJECT EXPERIENCE

#### 1200 West Corridor Preservation Project, Brigham City, UT | 2018

Horrocks was hired to acquire ROW for Brigham City's 1200 West Corridor Preservation Project. We obtained ROW for a future roadway widening from Promontory Road (SR-13) to approximately 725 South. ROW duties included information QA/QC for all parcels, maintaining the communication spreadsheet, and coordination with appraisers and agents. **We provided commercial and residential real estate transactions on this project.**

•32 Ownerships, 32 Acquisitions•

**Reference:** Jason Roberts, Brigham City, 435.734.6612, jroberts@brighamcity.utah.gov | **Contract Amt.:** \$228,455

#### Staff Member & Role

Cory Pope - Project Manager/  
PIC  
Wayne Larsen - Lead Agent/  
Reviews  
Wendy Hansen - Acquisitions/  
ACE  
Desiree Vargas - Acquisitions/  
ACE  
Shannon Wixom - Acquisitions/  
ACE

#### Highland Drive; Spring Lane to Fardown Avenue, Holladay, UT | Ongoing

Horrocks is the prime consultant for this .97-mile safety project, which begins at Spring Lane and ends at Fardown Avenue. Key elements include widening Highland Drive to add a center turn lane and add a left-turn lane at four intersections. ROW involvement includes acquiring properties, information QA/QC, ensuring all documents are submitted for closing, and ordering checks. **We provided commercial and residential real estate transactions on this project.**

•17 Ownerships, 17 Acquisitions, 2 Perpetual Easements, 10 Temporary Easements•

**Reference:** Gina Chamness, Holladay City, 801.272.9450, gchamness@cityofholladay.com | **Contract Amt.:** \$126,980.09

#### Staff Member & Role

Cory Pope - PIC  
Wayne Larsen - Lead Agent/  
Reviews  
Shannon Wixom - Acquisitions  
Desiree Vargas - Acquisitions  
Wendy Hansen - Acquisitions

#### 4100 South; Bangerter Highway to 5460 West, Salt Lake County, UT | 2018

Horrocks provided ROW lead agent, acquisition, and coordinator services to allow for the roadway improvements along the corridor. Acquiring the ROW allowed for upgrades to traffic signals, sidewalks, drainage, lighting, and park strip areas where possible. Project goals included improving safety and increasing mobility. ROW duties included coordination of the project; acquiring property for ROW, public utility easements (PUE) and temporary construction easements (TCE); QA/QC; and assisting with closing tasks. **We provided commercial and residential real estate transactions, and coordination with public and private utilities for required easements on this project.**

•108 Ownerships, 108 Acquisitions•

**Reference:** Dan Johnson, West Valley City, 801.963.3228, daniel.johnson@wvc-ut.gov | **Contract Amt.:** \$461,447

#### Staff Member & Role

Cory Pope - ROW Manager/  
PIC  
Wendy Hansen - Lead Agent  
Wayne Larsen - Appraisal  
Review  
Desiree Vargas - Acquisitions  
Shannon Wixom - Acquisitions

## ON-CALL PROPERTY ACQUISITION SERVICES

### 1800 North; 550 to 600 West, Logan, UT | Ongoing

This project includes intersection reconstruction design, utility relocations, drainage, ROW design/acquisition, and railroad coordination. ROW services include managing the overall workflow and process and project coordination including appraisal needs, acquisitions, and closing oversight. **We provided commercial, industrial and residential real estate transactions on this project, including residential relocations.**

- 10 Ownerships, 16 Parcels, 16 Public Utility Easements, 16 Permits•

**Reference:** Tom Dickinson, Logan City, 435.716.9151, tom.dickinson@loganutah.org | **Contract Amt.:** \$319,066

#### Staff Member & Role

Cory Pope - PIC  
Wayne Larsen - Appraisal Review

### SR-108; SR-127 to SR-107 Env., Design, ROW, Syracuse and West Point, UT | 2017

Horrocks provided lead agent and related services for the reconstruction and widening of an existing 2-mile corridor. ROW duties included management, coordination of utilities, ordering appraisals, reviews, title reports, maintaining tracking sheets, providing updates to UDOT and support to UDOT ROW, working closely as a team to resolve conflicts, acquisition and relocation services, and providing the final deliverable which was a signed contract or condemnation file. **We provided commercial, industrial and residential real estate transactions, residential and business relocations and coordination with public and private utilities for required easements on this project.**

- 146 Ownerships, 140 Acquisitions, 45 Residential Relocations, 4 Non-Residential Relocations•

**Reference:** Dian McGuire, UDOT, 801.633.6370, dmcguire@utah.gov | **Contract Amt.:** \$4,048,624

#### Staff Member & Role

Cory Pope - Support Services Manager  
Wayne Larsen - Lead Agent/ Reviews  
Wendy Hansen - Acquisition/ Relo.  
Desiree Vargas - Acquisitions

### US-89, Farmington to I-84 ROW Acquisition, Davis County, UT | 2020

Horrocks and our subcontractor partners provided all appraisal, acquisition and relocation services for over 8 miles of reconstruction on US-89 under a Progressive Design Build delivery model. This included ROW project management and Lead Agent Services from corridor preservation through construction. The team was responsible for coordination and acquisition of easements for both public and private utilities, residential and commercial acquisitions and residential and business relocations. The team has been coordinating seamlessly with the UDOT, contractor, designer and public involvement groups on the project to ensure all project ROW commitments and schedules have been met. **We provided commercial, industrial and residential real estate transactions, residential and business relocations and coordination with public and private utilities for required easements on this project.**

- 221 Ownerships, 394 Acquisitions, 35 Relocations•

**Reference:** Dian McGuire, UDOT, 801.633.6370, dmcguire@utah.gov | **Contract Amt.:** \$ 1,805,000

#### Staff Member & Role

Cory Pope - ROW Manager  
Wendy Hansen - Acquisitions/ Relocations  
Wayne Larsen - Reviews  
Shannon Wixom - Lead Agent  
Melina Thomas - ROW Coordinator



# ON-CALL PROPERTY ACQUISITION SERVICES

## PROJECT TEAM

Horrocks' property acquisition personnel have extensive municipal and UDOT ROW acquisition experience on transportation projects to bring to South Weber City projects. *Horrocks will also provide 100% of the tasks outlined in the scope of work from Horrocks' Riverdale location. Additional support services (survey, GIS, and ROW engineering) will be provided from our Pleasant Grove, Utah, location, as needed.* We also partner with local, independent, certified appraisers to provide property valuations on many of our projects, as well as title companies to provide extended title research and advice when needed.

We provide the knowledge, experience, and understanding of all applicable state and federal laws and will follow these regulations at each stage. These include the following:

- Federal Uniform Relocation Act, Code of Federal Regulations (sections 49 CFR Part 24

and 23 CFR Part 10)

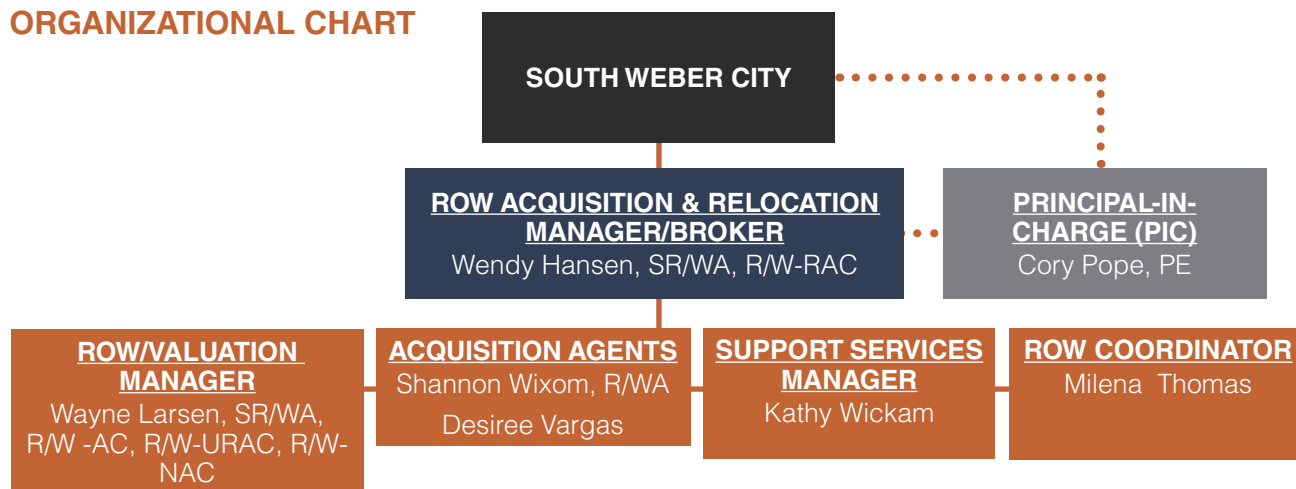
- Utah Relocation Assistance Act, Utah State Code Title 57
- UDOT ROW Division Operations Manual, August 2018

Our proposed staff includes certified general appraisers, real estate licensed agents, relocation agents, and a licensed broker in Utah and Nevada. Additionally, our team members have obtained the necessary industry credentials:

- R/WA (ROW Agent)
- R/W-AC (Appraisal)
- R/W-NAC (Negotiation)
- R/W-RAC (Relocation)
- R/W URAC (Uniform Act)
- SR/WA (Senior ROW Agent)

All proposed staff members are available to perform the work for the City. Brief bios are included below, and full resumes are in the Appendix.

## ORGANIZATIONAL CHART



## BIOS OF KEY PERSONNEL



### CORY POPE, PE | PRINCIPAL-IN-CHARGE

**Licenses:** Utah PE - 178887

**BS:** Civil Engineering

Cory joined Horrocks after more than 27 years with UDOT, where he served in several senior leadership roles, including Director in both Region 1 and 2. Over the last three years, Cory has filled support services and project management roles on several successful projects. He will focus the team to assess the scope of each

property acquisition assignment and ensure that schedules are developed and diligently followed. He will provide open communication throughout the project, and make certain that all project budget and schedule information is kept up-to-date and accessible. As a Horrocks principal, Cory will ensure Horrocks' core values of Integrity, Quality, Unity, Empowerment and Service are demonstrated on every individual assignment from South Weber City.

### Related Project Experience:

- 1200 West Corridor Preservation Project, Brigham City, UT; Project Manager/PIC

## ON-CALL PROPERTY ACQUISITION SERVICES

- 4100 So; Bangerter Hwy to 5460 West, West Valley City; ROW Manager/PIC
- SR-108; SR-127 to SR-107, Davis County, UT; Support Services Manager
- US-89; Farmington to I-84, Davis County, UT; ROW Manager



### **WENDY HANSEN, SR/WA, R/W-RAC | ROW ACQUISITION & RELOCATION MANAGER/BROKER**

**Licenses:** Utah - 5482767-PB00 (Real Estate Broker); Utah - 684377 (Notary)

#### **AS: Psychology**

Wendy is a broker and the acquisition/relocation manager for Horrocks. She provides a wide range of acquisition and relocation managerial services. Wendy has more than 20 years of real estate experience, and she has spent 18 of those years as a consultant in the specialized field of ROW, acquiring real properties under eminent domain, and providing relocation services under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Wendy specializes in relocation and is considered an expert in this field, providing training and mentoring. Wendy's extensive knowledge and experience in ROW acquisition and relocation will be a benefit to the City, ensuring all applicable laws, regulations, and codes are followed. She will also manage the agents to make sure they are following the same procedures.

#### **Related Project Experience:**

- West Davis Corridor; Davis County, UT; ROW Lead Agent
- SR-108, SR-127 to SR-107; Syracuse and West Point, UT; ROW Lead Agent
- US-89, Farmington to I-84 PDB; Davis County, UT; ROW Relocation



### **WAYNE LARSEN, SR/WA, R/W-AC, R/W-URAC, R/W-NAC | ROW/ VALUATION MANAGER**

**Licenses:** Utah - 5480594-CG00 (Cert. General Appr.); Utah - 5480594-SA00 (Sales Agent); Utah - 5480594-CEI0 (Real Estate Instructor); Utah - 5480594-AI00 (Appraisal Instructor)

#### **BS: Business Admin-Finance**

Wayne performs ROW lead agent services for Horrocks Engineers. His ROW experience includes more than 34 years as a real estate appraiser, including 25 in the specialized field of eminent domain partial valuations. He also has more than 24 years of managerial ROW experience (12 years with UDOT) and personal involvement in more than 100 roadway/transit projects within multiple ROW disciplines. He holds the International Right of Way Association (IRWA) SR/WA designation and certifications in appraisal (R/W-AC) and the Uniform Act (R/W-URAC). Wayne is a Utah licensed Certified General Appraiser, Utah continuing education instructor for both real estate and appraisal, and a licensed real estate agent. Wayne will perform appraisal reviews for the City's projects to make sure that all regulations, laws, and proper appraisal methodologies have been met.

#### **Related Project Experience:**

- 1200 West Corridor Preservation Project, Brigham City, UT; Lead Agent/Reviews
- Highland Drive; Spring Lane to Fardown Avenue, Holladay, UT; Lead Agent/Reviews
- 1800 North; 550 to 600 West, Logan, UT; Appraisal Reviews



### **SHANNON WIXOM, R/WA | ACQUISITION AGENT**

**Licenses:** Utah - 7739710-SA00 (Sales Agent); Utah - 696268 (Notary)

Shannon is a Utah licensed real estate agent and an acquisition/relocation agent for Horrocks. She is experienced in all aspects of property acquisition including coordinating with appraisers, creating compensation estimates, acquiring real property under eminent domain, and providing relocation services. Her previous experience includes working for Weber County as the local government transportation projects liaison and the WACOG transportation funds manager, and she also worked at UDOT in the roles of project coordinator and lead ROW agent. Her experience in communicating and negotiating effectively with property owners on both UDOT and local government projects makes her a valuable asset to the team. Shannon will coordinate with appraisers and review

## ON-CALL PROPERTY ACQUISITION SERVICES

appraisers, complete compensation estimates, negotiate with property owners during the acquisition process, and execute relocations.

### Related Project Experience:

- Highland Drive; Spring Lane to Fardown Avenue, Holladay, UT; Acquisition
- 1200 West Corridor Preservation Project, Brigham City, UT; Acquisition
- 4100 South, Bangerter Highway to 5460 West; Salt Lake County, UT; Acquisition



### DESIREE VARGAS | ACQUISITION AGENT

**Licenses:** Utah - 9727644-SA00 (Sales Agent); Utah - 688591 (Notary)

Desiree has been involved in multiple projects and is cross trained in acquisition, relocation, and coordination. She has provided multiple acquisitions and relocation duties over the last nine years. Her knowledge, skills, and experience include acquiring real property under eminent domain and providing relocation services in this specialized field of ROW. In addition, Desiree serves as the liaison between owners, consultants, and public organizations. She maintains excellent communication skills, coordinates follow-up activities to ensure issues are resolved promptly, and updates and distributes reports that provide necessary updates to the team. Desiree will serve as one of the acquisition and relocations agents on this on-call contract.

### Related Project Experience:

- SR-108; SR-127 to SR-107 Env., Design, ROW, Syracuse and West Point, UT; Acquisitions
- 4100 South; Bangerter Highway to 5460 West, Salt Lake County, UT; Acquisitions
- Highland Drive; Spring Lane to Fardown Avenue, Holladay, UT; Acquisitions



### KATHY WICKAM, PE | SUPPORT SERVICES MANAGER

**Licenses:** Utah PE - 11234372  
**BS:** Civil Engineering

Kathy has 28 years of experience in the roadway design and construction industry, having worked both in the public and private sector. Prior to Horrocks, Kathy worked in California for Dokken Engineering and WSP as a

Project Manager on smaller local agency complete street projects and Caltrans Task Order Projects and Project Engineer/Deputy Project Manager/Roadway Lead on multiple projects ranging from roadway widening, bridge replacements and new expressway design projects, overseeing the roadway design from preliminary engineering to final design, coordinating with the various task leads, environmental staff, right of way agents, utility companies and the Client. Since joining Horrocks, Kathy has assisted as the liaison between the design and ROW teams on UDOT's US-89 project and West Davis Corridor.

### Related Project Experience:

- US-89, Farmington to I-84 PDB; Davis County; ROW Support Services Manager
- West Davis Corridor; Davis County; ROW Support Services Manager

### MILENA THOMAS | ROW SUPPORT

The project coordinator on ROW projects, Milena is trained and experienced thoroughly in project coordination, QA/QC and project tracking. Milena has over three years of experience providing project administration. She performs essential administrative support duties by providing coordination for project managers, brokerage, acquisition agents and support staff.

Milena is committed to transparency and provides clear communication to help ensure project success. Milena's duties included coordinating all aspects of the ROW acquisition process, tracking the progress of the acquisition activities, and providing up-to-date customized reporting. She has extensive experience working with the other Horrocks' team members and, together, they have worked or are working on many successful projects.

### Related Project Experience:

- US-89; Farmington to I-84 ROW Acquisition; Davis County, UT; ROW Coordinator
- West Davis Corridor, Davis & Weber Counties, UT; ROW Coordinator
- Mountain View Corridor; Salt Lake & Utah Counties, UT; ROW Coordinator
- Highland Drive; Spring Lane to Fardown Avenue, Holladay, UT; ROW Coordinator

# ON-CALL PROPERTY ACQUISITION SERVICES

## FEE PROPOSAL

### On-Call Property Acquisition Services - Fee Proposal

May 18, 2020

#### On-Call Property Acquisition Contract Lump Sum Prices (includes mileage):

1) Acquisition Services (Per Parcel)	\$2,100.00
2) Preparation of Documents - Deeds/Easements, Prelim. Title Reports, Offer, Contract (per Parcel)	\$400.00
3) Administrative Compensation Estimates (per Each)	\$700.00
4) <u>All reimbursibles and administrative costs are included in Lump Sum Prices.</u> Anticipate a 3-4% mark-up on subcontractors if used.	

#### Assumptions:

1. All survey and legal descriptions for deeds/easements provided by City.
2. Deeds and easement docs to be created by Horrocks.
3. Eminent Domain applies to each acquisition.
4. 4-Option Letters sent to owner 30 days after initial offer if negotiations are not successful.
5. After 45 days of negotiation, a
6. When condemnation support or
7. Assumes no language translators required.

#### Additional Services and Hourly Rates:

Appraisal Review (Each)		\$800/each
Cory Pope	Principal in Charge/Project Management	\$ 235/hr.
Kathy Wickam	ROW Project Management	\$ 172/hr.
Wendy Hansen	Acquisition and Relocation Manager/Lead Agent Services	\$ 172/hr.
Wayne Larsen	Appraisal/Review Manager	\$ 198/hr.
Desiree Vargas	Acquisition Agent	\$ 93/hr.
Shannon Wixom	Acquisition Agent	\$117/hr.
Milena Thomas	ROW Coordination	\$ 67/hr.

Meeting Personal Vehicle Mileage for Additional Services @ \$ 0.57/mile





# APPENDIX RESUMES



### **CORY POPE, PE** *Principal-in-Charge*

Cory is a principal engineer for Horrocks Engineers, working out of our Ogden branch office, he holds a B.S. in Civil Engineering, and worked with the Utah Department of Transportation for over 27 years before joining Horrocks. He spent 10 years working in construction as a Field Engineer and Resident Engineer where he was responsible for oversight and administration of many large projects, including several projects preparing Utah's transportation system for the 2002 Winter Olympics. In 2000 Cory was selected to serve as the Region 2 Deputy Director in the Salt Lake City metropolitan area, and in 2004 he was appointed as the Region One Director in northern Utah. In 2010, Cory was appointed as the Region Director for Region 2 in the Salt Lake area, and completed his career at UDOT serving as the Director of Program Development.

**EDUCATION**  
B.S. in Civil  
Engineering,  
University of Utah

**LICENSE/  
CERTIFICATION**  
Utah PE No.  
178887

**PROFESSIONAL  
AFFILIATIONS**  
American Society  
of Civil Engineers  
(ASCE)

#### **RELATED PROJECT EXPERIENCE:**

- West Davis Hwy ROW Acquisition, Davis County, UT
- West Davis Highway Program Management, Davis County, UT
- US-89; Farmington to I-84 - ROW Acq., Weber/Davis County, UT
- US-89; Farmington to I-84, Weber/Davis County, UT
- MS4 Storm Water Design, UT
- SR-53; 24th Street Viaduct Rehab, Ogden, UT
- Performance Based Maintenance Contracting, Salt Lake County, UT
- I-15; SR 232 to I-84, Davis and Weber Counties, UT
- Maintenance Station Storm Water Design P, UT
- UDOT Lands and Buildings Strategic Management, Statewide, UT
- Arterial Street Safety Concept Analysis, UT
- 4100 South; Bangerter Hwy to 5460 West, Salt Lake County, UT
- I-15; SB 12300 South to SR-201 RWA, Salt Lake County, UT
- I-15; SB 12300 South to SR-201 PM, Salt Lake County, UT
- West Davis Highway ROW Engineering, Davis County, UT
- SR-10; 3200 South to 1150 South, Price, UT
- SR-102; Intersection, 1000 West, Tremonton ROW, Box Elder County, UT
- SR-102; Intersection, 1000 West, Tremonton, Box Elder County, UT
- SR-108; SR-127 to SR-107, Davis County, UT
- UDOT Develop Long Range Plan Framework, UT
- West Davis Corridor; Corridor Preservation., Davis County, UT



## EDUCATION

A.S. in  
Psychology, Salt  
Lake Community  
College

## LICENSE/ CERTIFICATION

Real Estate  
Broker: UT No.  
5482767-PB00  
IRWA Senior  
Right-of-  
Way Agent  
Certification: SR/  
WA No. 6315  
Notary Public: UT  
No. 684377

## PROFESSIONAL AFFILIATIONS

International  
Right of Way  
Association  
(IRWA), Chapter  
38 Member  
Salt Lake Board  
of Realtors Utah  
Association of  
Realtors  
National  
Association of  
Realtors

## WENDY HANSEN, SR/WA, R/W-RAC ROW Acquisition & Relocation Manager/Broker

Wendy is a broker and the acquisition/relocation manager for Horrocks. She provides a wide range of acquisition and relocation managerial services, including oversight of the QA/QC process for ROW project delivery as required by the client. Wendy has more than 20 years of real estate experience, and she has spent 18 of those years as a consultant in the specialized field of ROW, acquiring real properties under eminent domain and providing relocation services under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Wendy specializes in relocation and is considered an expert in this field, providing training and mentoring.

## RELATED PROJECT EXPERIENCE:

- West Davis Highway, Davis County, UT
- US-89; Farmington to I-84 - ROW Acq., Weber/Davis County, UT
- SR-102; 1000 West Intersection, Tremonton, UT
- 1200 West Corridor Preservation Project, Brigham City, UT
- 4100 South; Bangerter Highway to 5460 West, Salt Lake County, UT
- SR-73, Eagle Mountain, UT
- Corridor Preservation, Statewide, UT
- 6200 South Bangerter, Taylorsville, UT
- Highland Drive; Spring Lane to Fardown Avenue, Holladay, UT
- SR-201, Salt Lake City, UT
- 1200 Street, Brigham City
- SR-102 Intersection, Box Elder County, UT
- Bangerter 4 Interchanges, Salt Lake County, UT
- Southbound I-15, Salt Lake City, UT
- Porter Rockwell, Bluffdale, UT
- Layton Overpass, Layton, UT
- 4100 South West Valley, West Valley City, UT
- Bluff Street, St. George, UT
- SR-10 Price, Price, UT
- US-89 (300 South), Provo, UT
- SR-108; SR-127 to SR-107, Syracuse and West Point, UT
- South Davis Operational Upgrades, South Davis, UT\*
- SR-108; SR-37 to SR-79, West Point, UT\*
- US-89 Antelope Drive Intersection Improvements, Davis County, UT \*
- Mountain View Corridor, Salt Lake City, UT\*
- West Valley City Utility Transmission Relocation, West Valley City, UT\*

*\*Project experience prior to joining Horrocks*



**EDUCATION**  
B.S. in Business  
Administration,  
Columbia College

**LICENSE/  
CERTIFICATION**  
IRWA Senior Right  
of Way Agent  
Certification: SR/  
WA No. 5237

**Certified General**  
**Appraiser:**  
UT No. 5480594-  
CG00

**Real Estate Agent:**  
UT No. 5480594-  
SA00

**Certified**  
**Continuing**  
**Education**  
**Instructor: UT No.**  
**5480594-CE1**

**PROFESSIONAL**  
**AFFILIATIONS**  
International  
Right-of-Way  
Association

### **WAYNE LARSEN, SR/WA, R/W-AC, R/W-URAC, R/W-NAC ROW/Valuation Manager**

Wayne performs right-of-way (ROW) lead agent services for Horrocks Engineers. His ROW experience includes more than 34 years as a real estate appraiser, including 25 in the specialized field of eminent domain partial valuations. He also has more than 24 years of managerial ROW experience (12 years with UDOT) and personal involvement in more than 100 roadway/transit projects within multiple ROW disciplines. He holds the International Right of Way Association (IRWA) SR/WA designation and certifications in appraisal (R/W-AC) and the Uniform Act (R/W-URAC). Wayne is a Utah licensed Certified General Appraiser, continuing education instructor, and real estate agent.

#### **RELATED PROJECT EXPERIENCE:**

- Highland Drive; Spring Lane to Fardown Avenue, Holladay, UT
- SR-108; SR-127 to SR-107, Weber County, UT
- 4100 South; Bangerter Highway to 5460 West, Salt Lake County, UT
- 1800 North; 550 to 600 West, Logan, UT
- US-40; Myton Bench Widening, Uintah County, UT
- SR-102; 1000 West Intersection, Tremonton, UT
- I-15; Lehi Main to SR-92, Utah County, UT
- Environmental for 4 Locations on Bangerter, Salt Lake County, UT
- Bangerter 4 Interchanges, Salt Lake County, UT
- Mountain View Corridor, Salt Lake County, UT\*
- I-69 Oakland City to Crane, Gibson County, IN\*
- Frontlines 2015 Program, UT\*
- Mid-Jordan Light Rail Transit, Salt Lake City, UT\*
- Airport LRT, Salt Lake City, UT\*
- Draper LRT, Salt Lake City, UT\*
- Southbound I-15, Salt Lake City, UT
- Porter Rockwell, Bluffdale, UT
- 1200 West Corridor Preservation Project, Brigham City
- 6200 South Bangerter, Taylorsville, UT
- US-89 (300 South), Provo, UT\*
- Highway 89; Farmington to South Weber, Layton, UT
- SR-10 Price, Price, UT
- South Davis Operational Upgrades, South Davis, UT\*
- SR-193, Syracuse, UT

*\*Project experience prior to joining Horrocks*



### **SHANNON WIXOM, R/WA** **Acquisition Agent**

Shannon is a Utah licensed real estate agent and an acquisition/relocation agent for Horrocks. She is experienced in all aspects of property acquisition including coordinating with appraisers, creating compensation estimates, acquiring real property under eminent domain, and providing relocation services. Shannon's previous experience includes working for Weber County as the local government transportation projects liaison and the WACOG transportation funds manager, and she also worked at UDOT in the roles of project coordinator and lead ROW agent. Her experience in communicating and negotiating effectively with property owners on both UDOT and local government projects makes her a valuable asset to the team.

#### **EDUCATION**

Dual B.S. in  
Business  
Management  
and Marketing,  
University of  
Phoenix

#### **LICENSE/ CERTIFICATION**

Real Estate Agent:  
UT No. 7739710-  
SA00

IRWA Right-of-Way  
Agent Certification  
(R/WA)

Notary Public:  
UT No. 696268

#### **PROFESSIONAL AFFILIATIONS**

National  
Association of  
Realtors

Utah Association  
of Realtors

Salt Lake Board  
of Realtors

Wasatch Front  
Regional Multiple  
Listing Service

International  
Right-of-Way  
Association

#### **RELATED PROJECT EXPERIENCE:**

- US-89; Farmington to I-84 - ROW Acq., Weber/Davis County, UT
- West Davis Highway, Davis County, UT
- Highland Drive; Spring Lane to Fardown Avenue, Holladay, UT
- 1200 West Corridor Preservation Project, Brigham City, UT 4100 South; Bangerter Highway to 5460 West, Salt Lake County, UT
- US-89; 500 West and 1000 North, Bountiful, UT\*
- 4800 South/2700 West Signal Upgrade, Roy, UT\*
- SR-126 and 6000 South, Roy, UT\*
- SR-126 and 4800 South, Roy, UT\*
- SR-282; University of Utah Roads, Salt Lake City, UT\*
- US-91; Sardine Canyon ATMS, Logan, UT\*
- SR-97 and 4300 West, Roy, UT\*
- SR-39; Ogden to Pineview Reservoir Bridge Rehabilitation, Ogden, UT\*
- US-89; SR-126 to 3000 South Willard, UT\*
- US-91 and 3100 North, North Logan, UT\*
- SR-37 and 3000 West, Clinton, UT\*
- US-89 and Princeton Drive, Sandy, UT\*
- SR-172; 5600 West and Paulette Avenue, West Valley City, UT\*
- SR-51; 1600 South Turn Lanes, Springfield, UT\*
- SR-111; SR-201 to 3500 South, Magna, UT\*
- US-191; Culvert Repair at Big Brush Creek, Vernal, UT\*
- Bangerter 4 Interchanges, Salt Lake County, UT\*
- SR-68; Village Parkway to Grandview, Saratoga Springs, UT\*
- I-15; Main Street to SR-92 Technology Corridor, Lehi, UT\*
- 2550 South West Haven, Weber County, UT\*
- 3500 West Extension; 3100 South to 1200 South, Weber County, UT\*

*\*Project experience prior to joining Horrocks*



**EDUCATION**  
Salt Lake  
Community  
College

**LICENSE/  
CERTIFICATION**  
Real Estate Agent:  
UT No. 9727644-  
SA007

Notary Public:  
UT No. 688591

**PROFESSIONAL  
AFFILIATIONS**  
International  
Right-of-Way  
Association

### **DESIREE VARGAS, LICENSE TYPE** ***Acquisition Agent***

Desiree is an acquisition/relocation agent and project coordinator for Horrocks Engineers. She has assisted with multiple acquisitions and relocation duties for nine years. Her knowledge, skills and experience include acquiring real property under eminent domain and providing relocation services in this specialized field of ROW. In addition, Desiree serves as the liaison between owners, consultants, and public organizations. She maintains excellent communication skills, coordinates follow-up activities to ensure issues are resolved promptly, and updates and distributes reports which provide necessary updates to the team.

#### **RELATED PROJECT EXPERIENCE:**

- West Davis Highway, Davis County, UT
- US-89; Farmington to I-84 - ROW Acq., Weber/Davis County, UT
- SR-73, Eagle Mountain, UT
- Corridor Preservation, Statewide, UT
- 6200 South Bangerter, Taylorsville, UT
- 4100 South; Bangerter Highway to 5460 West, Salt Lake County, UT
- Highland Drive, Spring Lane to Fardown Avenue, Holladay, UT
- SR-201, Salt Lake City, UT
- SR-10; South Price to Ridge Road, Price, UT
- Bangerter 4 Interchanges, Salt Lake County, UT
- I-15 Southbound; 12300 South to SR-201, Salt Lake City, UT
- SR-108; SR-127 to SR-107, Syracuse, UT
- Porter Rockwell Boulevard Environmental Assessment, Bluffdale, UT
- 1200 West Corridor Preservation Project, Brigham City, UT





### **KATHY WICKAM, PE** **Support Services Manager**

Kathy has over 27 years of experience in the roadway design and construction industry, having worked both in the public and private sector. Prior to Horrocks, Kathy worked in California for Dokken Engineering and WSP as a Project Manager and Project Engineer on projects ranging from local agency complete street projects to freeway design projects, overseeing the roadway design from preliminary engineering to final design, coordinating with the various task leads, environmental staff, right of way agents, utility companies and the Client. Prior to working in California, Kathy worked for the TxDOT as a Transportation Engineer, working on large freeway construction projects and providing QC of the District project plans. Kathy also worked for the Kansas DOT in various construction engineering roles including Area Construction Engineer and District Construction Engineer where she was responsible for overseeing the state highway construction projects within District 5.

**EDUCATION**  
B.S. in Civil  
Engineering,  
Colorado School  
of Mines

**LICENSE/  
CERTIFICATION**  
Utah PE #  
11234372-2202  
California PE #  
C71197  
Kansas PE #  
14433

**PROFESSIONAL  
AFFILIATIONS**  
Women's  
Transportation  
Symposium  
(WTS)

#### **RELATED PROJECT EXPERIENCE:**

- UDOT US-89: Farmington to I-84, Davis/Weber Counties, UT
- UDOT West Davis Corridor, Davis County, UT
- UDOT I80/I-215 Pavement Rehabilitation Project, Salt Lake County, UT
- UDOT Lands and Buildings Strategic Management Plan, Statewide, UT
- SR-132, Modesto, CA\*
- McHenry Avenue Widening Project, Stanislaus County, CA\*
- Riverfront Reconnection Project, Sacramento, CA\*
- Auburn Boulevard Complete Streets Project, Citrus Heights, CA\*
- Hazel Avenue Improvement Project, Sacramento County, CA\*.
- Capital SouthEast Connector Project, Sacramento and El Dorado Counties, CA\*

*\*Project experience prior to joining Horrocks*

## Riverdale Office - Business License

# 2020 CERTIFICATE OF LICENSE



The person, firm or corporation below named is hereby granted license (pursuant to the provisions of License Ordinance of the City of Riverdale) to engage in, carry on or conduct, in the City of Riverdale, the business, trade, calling, profession, exhibition, or avocation described as follows:

4600 So. Weber River Drive  
Riverdale, Utah 84405  
801 394-5541

Horrocks Engineers, Inc.  
4919 S 1500 W Suite 300  
Riverdale UT 84405

Expires: 12/31/2020

License No. **2041**

Date of Issue: **01/01/2020**

Is licensed to do business as:  
General Business

*Shalee Evans*

Amount Paid: \$ 160.00

Riverdale City Recorder

*This certificate must be displayed in a conspicuous place*

## WLC Consulting LLC - Business License

WLC CONSULTING, LLC

[Update this Business](#)

**Entity Number:** 8695012-0160

**Company Type:** LLC - Domestic

**Address:** 2162 W GROVE PKWY STE 400 PLEASANT GROVE, UT 84062

**State of Origin:**

**Registered Agent:** MARC ARNOLDSEN

**Registered Agent Address:**

2162 W GROVE PKWY STE 400

PLEASANT GROVE, UT 84062

[View Management Team](#)

**Status:** Active

[Purchase Certificate of Existence](#)

**Status:** Active ● as of 05/30/2013

**Renew By:** 05/31/2021

**Status Description:** Current

The "Current" status represents that a renewal has been filed, within the most recent renewal period, with the Division of Corporations and Commercial Code.

**Employment Verification:** Not Registered with Verify Utah

[History](#)


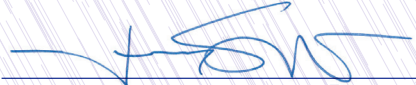
[View Filed Documents](#)

**Registration Date:** 05/30/2013


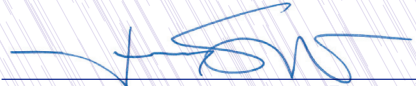
**Last Renewed:** 03/27/2020



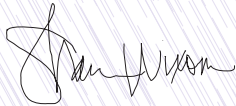
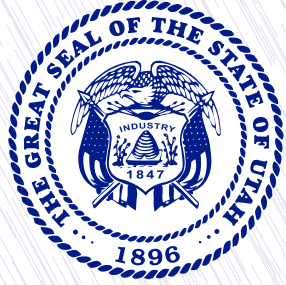

**Wendy Hansen: Broker License**

<b>STATE OF UTAH</b>	
<b>DEPARTMENT OF COMMERCE</b>	
<b>DIVISION OF REAL ESTATE</b>	
ACTIVE LICENSE	
DATE ISSUED:	03/11/2020
EXPIRATION DATE:	03/31/2022
LICENSE NUMBER:	5482767-PB00
LICENSE TYPE:	Principal Broker
ISSUED TO:	WENDY C HANSEN 12997 S BENCHVIEW CV DRAPER UT 84020 8966
	
	
REAL ESTATE DIVISION DIRECTOR	


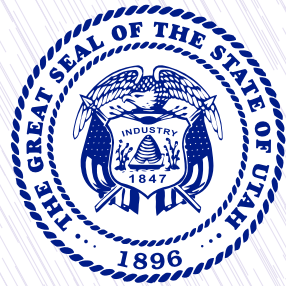

**Wayne Larsen: Sales Agent License**

<b>STATE OF UTAH</b>	
<b>DEPARTMENT OF COMMERCE</b>	
<b>DIVISION OF REAL ESTATE</b>	
ACTIVE LICENSE	
DATE ISSUED:	06/27/2019
EXPIRATION DATE:	07/31/2021
LICENSE NUMBER:	5480594-SA00
LICENSE TYPE:	Sales Agent
ISSUED TO:	CHARLES WAYNE LARSEN 2343 SOUTH 900 WEST SYRACUSE UT 84075
	
	
REAL ESTATE DIVISION DIRECTOR	

**Shannon Wixom: Sales Agent License**

STATE OF UTAH DEPARTMENT OF COMMERCE DIVISION OF REAL ESTATE	
ACTIVE LICENSE	
DATE ISSUED:	08/26/2019
EXPIRATION DATE:	08/31/2021
LICENSE NUMBER:	7739710-SA00
LICENSE TYPE:	Sales Agent
ISSUED TO:	SHANNON LEE SMITH-WIXOM 4636 S 5100 W WEST HAVEN UT 84401
 SIGNATURE OF HOLDER	  REAL ESTATE DIVISION DIRECTOR

**Desiree Vargas: Sales Agent License**

STATE OF UTAH DEPARTMENT OF COMMERCE DIVISION OF REAL ESTATE	
ACTIVE LICENSE	
DATE ISSUED:	03/17/2020
EXPIRATION DATE:	03/31/2022
LICENSE NUMBER:	9727644-SA00
LICENSE TYPE:	Sales Agent
ISSUED TO:	DESIREE VILATE VARGAS 12313 S PIKE HILL LANE HERRIMAN UT 84096
 SIGNATURE OF HOLDER	  REAL ESTATE DIVISION DIRECTOR

**EXHIBIT 3**

**PROFESSIONAL SERVICES**

**AGREEMENT ON-CALL PROPERTY**

**ACQUISITION SERVICES WITH LAMAR**

**A. MABEY & ASSOCIATES, INC.**

## **PROFESSIONAL SERVICES AGREEMENT ON-CALL PROPERTY ACQUISITION SERVICES**

This Professional Services Agreement for Property Acquisition Services (the "Agreement") is entered into on the 26th day of May, 2020, by and between **SOUTH WEBER CITY**, a political subdivision of the State of Utah (the "City"), and **[CONSULTANT NAME]** (the "Consultant"). The City and the Consultant may be hereafter referred to individually as a "party" and collectively as the "parties."

### **RECITALS**

**WHEREAS**, City advertised a Request for Proposals ("RFP"), attached hereto as **Exhibit "A"** and received proposals from various qualified firms on May 18, 2020; and

**WHEREAS**, in response to the RFP, Consultant provided a proposal in response to the RFP ("Proposal"), attached hereto as **Exhibit "B"**; and

**WHEREAS**, City selected Consultant to be in a pool of firms approved to provide negotiation and property acquisition services on as-needed basis; and

**WHEREAS**, City will determine, in its sole discretion, when a need for work exists under this Agreement;

### **AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Scope of Services.** City may request acquisition services from Consultant on as as-needed basis as more specifically described in the City's RFP and the Consultant's Proposal. As the need arises, City will prepare a scope of services for a specific project. Upon request, Consultant shall provide a project-specific fee and schedule for consideration by the City.
2. **Compensation.** The compensation for any work requested under this Agreement shall be given at the rate(s) specified in each project-specific proposal, and shall not to exceed the total budget established for each project. Said total shall constitute full payment for all services rendered and costs incurred by Consultant in performing this Agreement for each project.
3. **Requests for Payment.** Invoices for progress payment may be submitted to the City (Accounts Payable) on a frequency not exceeding monthly. Invoice content shall, at a minimum, contain the following: reference to the associated Project; established budget; percentage completed; and a detailed breakdown of rates, specific employee(s), and dates worked. City agrees, within thirty (30) days after receipt of each payment request, either to process the request or return it to the Consultant indicating the reasons for refusing to approve payment. Once corrected and approved, the City agrees, within thirty (30) days, the approved amount will be paid.
4. **Non-Guarantee of Work.** City will determine, in its sole discretion, when a need for work exists under this Agreement. City may have qualified more than one Consultant for a particular type of work

and City does not guarantee a specific quantity of work to any Consultant either in terms of the number or value of Project(s). In some instances, City may determine that work which could be performed under this Agreement should be put out for separate bid or that a request for proposal will be issued to Consultants in the pool. In that event, and if Consultant is awarded work, the work will be performed pursuant to such separate bid or request for proposal.

5. **Independent Contractor.** Consultant shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the City. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, Consultant shall comply with all federal, state, and local laws and regulations, and all orders under any applicable law, and all policies of City for independent contractors, as adopted from time to time by City.

6. **Standard of Performance / Professionalism.** Consultant acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Consultant agrees to perform the services under this Agreement with the level of professionalism expected in its industry in the community. Further, Consultant, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interest of the City. Consultant further agrees that it will not accept any fee or financial remuneration from any entity or person other than City for its performance under this Agreement. The Consultant shall without delay correct any problem or deficiency arising out of its failure to meet this standard of performance without additional cost to the City.

7. **Ethical Standards.** Consultant represents that it has and shall not:

- a. Provide(d) an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee or relative of business entity of a former City officer or employee;
- b. Retaine(d) any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or other bona fide commercial agencies established for the purpose of securing business;
- c. Breach(ed) any of the ethical standards set forth in State statute or South Weber City Ordinance 2-1-190; nor
- d. Knowingly influence(d) any City officer or employee or former City officer or employee to breach any of the ethical standards set forth in State statute or City Ordinances.

8. **Confidentiality.** Consultant shall hold all information provided to it by City for the purpose of its performance of this Agreement, whether provided in written or other form, in strict confidence; shall make no use thereof other than for the performance of the Agreement; and shall not release any of said information to any third party, any member of the Consultant's firm who is not involved in the performance of services under this Agreement, or to any representative of the news media without prior written consent of the City. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Consultant in performance of this Agreement shall also be held confidential by Consultant. City shall have the sole obligation of privilege of releasing such information as required by law.



9. **Default.** Either party shall be considered to be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) after thirty (30) days' written notice from the other party of such substantial failure to perform.

10. **Termination.**

a. **Termination for Default.** City may terminate this Agreement for an "Event of Default" as defined, upon written notice from City to Contractor.

b. **Termination by Contractor for Default.** Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to City.

c. **Event of Default.** As used in this Agreement, the term "Event of Default" means (a) a Party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 days after written notice to the Party failing to make such payment; (b) a Party hereto fails to perform any of its material obligations and such failure continues for a period of 30 days after written notice to such defaulting Party; or (c) any material representation or warranty of a Party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

d. **Force Majeure.** Neither Party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that Party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Contractor or City shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other Party.

e. **No Limitation of Rights.** The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either Party shall in no event constitute a waiver as to any future breach.

f. **Termination for Convenience.** City reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever City determines, in its sole discretion that it is in the City's interest to do so. If City elects to exercise this right, City shall provide written notice to Contractor at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, Contractor shall be paid for all services up to the date of termination. Contractor agrees that the City's termination for convenience will not be deemed a termination for default nor will it entitle Contractor to any rights or remedies provided by law or this Agreement for breach of contract by the City or any other claim or cause of action.

11. **Term and Renewal.** The term of this Agreement is for three (3) years. Upon review by City, the Agreement may be extended for two (2) additional years. The total term of the Agreement; however, shall not exceed five (5) years.

**12. Consultant's Working Files and Accounting Records.**

a. Working Files. Consultant shall maintain files containing all work documentation, including calculations, assumptions, interpretations, or regulations, sources of information, and raw data generated, produced, created, or required in performing this Agreement. Consultant shall provide City copies of information contained in Consultant's working files upon City's request, and such copies shall become property of the City upon delivery.

b. Accounting Records. Consultant shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 3. Consultant shall retain and make such records available to City for its examination during Consultant's normal business hours for a period of three (3) years after Consultant submits its final invoice to City.

c. Audit. City may, in its sole discretion, audit any invoice or statement of cost submitted by Consultant, at any time, as long as the City gives Consultant written notice of its intent to conduct the audit. An audit may take place within the current term and up to three (3) years after Consultant submits its final invoice to City.

**13. Insurance.**

a. Consultant, as its own cost, shall secure and maintain during the term of this Agreement, the following minimum coverage:

i. Worker's Compensation and Employer's Liability. As required by the State of Utah.

ii. Commercial General Liability. Minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate.

iii. Professional Liability. Minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.

iv. Commercial Automobile Liability. Minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

b. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah that are currently rated A- or better by A.M. Best or listed in the United States Treasury Department's current listing of Approved Sureties, as amended.

c. The Consultant shall furnish certificates of insurance, acceptable to the City, verifying compliance with the insurance requirements herein prior to the execution of the Agreement. Consultant shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies through the life of this Agreement.

d. The Consultant's insurance policies shall be primary and non-contributory to any other coverage available to the City. The worker's compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of the City.

e. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Consultant shall provide a new certificate of insurance within thirty (30)

days after being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the City.

f. All required policies shall provide coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to the City.

g. In the event the Consultant fails to maintain and keep in force any insurance policies as required herein, City shall have the right at its sole discretion, to obtain such coverage and reduce payments to Consultant for the costs of said insurance.

14. **Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

City	Consultant
South Weber City	LaMar A. Mabey & Associates, Inc
David Larson, City Manager	LaMar A. Mabey, Owner
1600 E. South Weber Drive	10511 Highline Circle
South Weber, UT 84405	South Jordan UT 84095
801-479-3177	801-837-1990
<a href="mailto:dlarson@southwebercity.com">dlarson@southwebercity.com</a>	<a href="mailto:lmabey8@gmail.com">lmabey8@gmail.com</a>

The authorized representative(s) shall have full power to bind City and Consultant in decisions related to a Project and not requiring approval of City's elected representatives, unless otherwise required by City's Purchasing Policy. Each party may designate an authorized representative upon written notice to the other party.

15. **Equal Opportunity.** To the extent applicable hereto, Consultant will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

a. The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means Consultant.

b. The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means Consultant.

c. The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules



and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order is under \$10,000. As used in said clause, "Contractor" means Consultant and "Contract" means this Agreement.

16. **Compliance with Laws.** Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Consultant of applicable law, rule or regulation, shall constitute an event of default under this Agreement. Consultant is responsible, at its sole expense, to acquire, maintain, and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

17. **Conflict of Interest.** None of City's elected representatives or its employees, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further agrees that in the performance of this Agreement no person have such interest shall be employed.

18. **Indemnification.** Consultant agrees to indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third Parties, including Consultant, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workman and suppliers, however allegedly caused, resulting directly or indirectly from, or arising out of, Consultant's breach of this Agreement or any acts or omissions of or by Consultant, its agents, representatives, officers, employees, or subcontractors in connection with its performance of this Agreement. Consultant agrees that its duty to defend and indemnify the City under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the City for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the City.

19. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents, and assigns.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.

21. **Arbitration.** Any difference, dispute, claim, or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in South Weber City, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.

22. **Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.

23. **Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any

waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.

24. **No third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.

25. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.

26. **Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.

27. **Certification of Eligibility.** Consultant certifies that neither the Consultant nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is 100 percent or partially funded with state or federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

**SOUTH WEBER CITY CORPORATION**

\_\_\_\_\_  
David J. Larson, City Manager

Date: \_\_\_\_\_

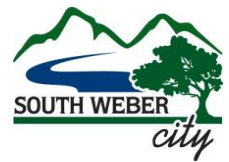
\_\_\_\_\_  
Attest: City Recorder, Lisa Smith

**LaMar A. Mabey & Associates, Inc.**

\_\_\_\_\_  
LaMar A. Mabey, Owner

Date: \_\_\_\_\_

## **EXHIBIT A – Request for Proposals & Addenda**



**SOUTH WEBER CITY  
REQUEST FOR PROPOSALS  
ON-CALL PROPERTY ACQUISITION SERVICES**

Advertisement

South Weber City is accepting proposals from qualified property acquisition agents/firms interested in submitting qualifications and proposals for the acquisition of property and easements within South Weber City on an on-call basis.

It is the intention of the City to select several agents firms to create a pool of pre-qualified property acquisition agents/firms for a term of three (3) years. Consultants will be selected based on qualifications, experience, and fee. Consultants who submit proposals may be interviewed for final selection. Selected Consultants are expected to be available to begin work on or after June 1, 2020.

South Weber City will make the Request for Proposals (RFP) available to any interested parties from the City's website: [www.southwebercity.com](http://www.southwebercity.com) and the City Engineer's website: [www.jonescivil.com](http://www.jonescivil.com). Interested parties are responsible for monitoring the website(s) for information concerning the RFP and any addenda issued.

Closing Date for Questions is Thursday, May 14 at 12:00 p.m.

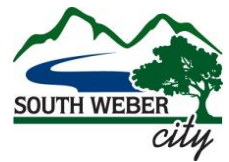
Closing Date for Receipt of Proposals is Monday, May 18, 2020 at 3:00 p.m.

See full RFP for full schedule and details.

Owner reserves the right to reject any or all Proposals, to waive any informality in a Proposal, and to select the Proposals that are the most advantageous to the City.

Owner:	South Weber City
By:	Lisa Smith
Title:	City Recorder
Date:	05/06/2020

Publish: May 7 & 14, 2020



## **REQUEST FOR PROPOSALS ON-CALL PROPERTY ACQUISITION SERVICES**

### **I. INTRODUCTION**

South Weber City ("City") is seeking proposals from qualified and experienced Property Acquisition Consultants ("Consultant") to provide negotiation and acquisition services for South Weber City on an as-needed basis ("Project"). No guarantee of the actual service requirement is implied or expressed by this solicitation. Service requirements will be determined by actual need. The City intends to create a pool of qualified consultants for work needed in the next three (3) years.

### **II. SERVICES**

#### **A. General Scope**

As necessary, Consultant will coordinate efforts for the purchase of 1) fee simple ownership of property, 2) easements, and 3) temporary construction easements. Applicants must follow the requirements imposed by City ordinance and State law associated with the acquisition of property. Procedure shall ensure that should the City have to use eminent domain powers, all previous requirements are met.

Consultant will be required to coordinate with the designated City Representative.

City will provide property survey and legal descriptions to the Acquisition Consultant. Consultant is responsible for coordinating and developing the title work and the documents necessary for property and/or easement acquisition.

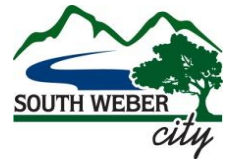
Consultant may be responsible to provide property appraisals services and complete an assessment package for the title company, when necessary.

City shall contract with a title company to complete the closing fees for a marketable title. City shall request the funds to be remitted to the title company to complete the transaction.

#### **B. Minimum Requirements**

Consultant shall:

1. Be able to document at least five (5) years of experience in residential, commercial, land and industrial real estate.
2. Be familiar with all aspects of real estate transactions, including negotiation, purchase contracts, appraisals, and title insurance.
3. Hold a current Utah Real Estate license as an Agent or Broker.
4. Be familiar with reading and interpreting right-of-way maps, deeds, engineering drawings, and blueprints.
5. Have at least three (3) years' experience working with public entities in Utah.



### **C. Duration of Contract**

The duration of this contract is three (3) years and will automatically renew annually for a period of one (1) year, unless 30 days written notice is given by either party to the other. The total contract time shall not exceed five (5) years.

City reserves the right to review contracts on a regular basis regarding performance and service elements during the term of the contracts.

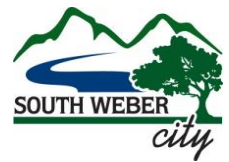
### **D. Deliverables**

1. Consultant will make initial contact with property owners to coordinate appraisals, feedback, and help circulate relevant project information.
2. Consultant will work with the Surveyor to provide accurate legal information to property owners and other professionals involved in the process.
3. Consultant will provide/coordinate appraisal services which are sufficient to establish the appropriate compensation to be paid to property owners for each easement, parcel or portion thereof which is acquired for the Project. Consultant shall prepare and review all appraisal reports submitted for the acquisition. All appraisals must be completed under the Uniform Standards of Professional Appraisal Practice by a Certified General Appraiser. Consultant will provide City a Just Compensation document to sign before presenting offer to property owner. Consultant will not make an offer to property owner without City's consent and agreement to offer.
4. Consultant will make contact with property owners, present offers, negotiate on behalf of the City, and provide all necessary real estate documents associated with the sale of property or purchase of easement to the City.
5. Consultant will provide the City with acquisition packets complete with title reports and warranty deeds and/or easements for all parcels or portions thereof which are to be acquired for the project for final review and approval.
6. Eminent domain work will be performed by City in the unlikely event it is warranted.
7. Other items as required by the scope of the project.

### **E. Insurance Requirements**

Consultant, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

1. Workers' compensation and employer's liability insurance as required by the State of Utah.
2. Commercial general liability insurance in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate.
3. Professional liability insurance in the minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.



4. Commercial automobile liability insurance that provides coverage in the minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

### **III. INSTRUCTIONS TO APPLICANTS**

#### **A. Timetable**

The following timetable has been established for this project:

1. Questions Deadline: Thursday, May 14, 2020 at 12:00 p.m.
2. Addenda Deadline: Thursday, May 14, 2020 at 5:00 PM
3. Submission Deadline: Monday, May 18, 2020 at 3:00 PM, local time (via email)
4. Approximate Notice of Award: On or around May 27, 2020

#### **B. Procedure**

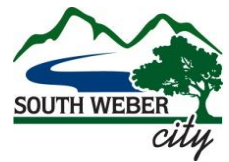
The procedure for response to this request, evaluation of qualifications, and selection of Consultant(s) is as follows:

1. Interested entities will prepare and submit their proposal according to the Timetable contained in Subsection III-A above.
2. City and/or its representatives will evaluate all submitted proposals in accordance with the evaluation criteria.
3. Oral presentations from top ranked applicants may be requested by the City.
4. City will select applicant(s) based on the review of the proposals and subsequent oral presentations.
5. Recommendation of Award will be presented to City Council for consideration.
6. If approved by City Council, a Professional Services Agreement incorporating the provisions, terms, and conditions of this RFP will be negotiated between the City and the selected applicant(s).

#### **C. Submittal**

1. All questions should be submitted to Dana Shuler at [dana@jonescivil.com](mailto:dana@jonescivil.com) by the deadline shown above.
2. Proposals will only be accepted by email. Each proposal shall be submitted to:
  - a. Lisa Smith at: [LSmith@southwebercity.com](mailto:LSmith@southwebercity.com) **AND**
  - b. Dana Shuler at : [Dana@jonescivil.com](mailto:Dana@jonescivil.com)

Proposals must be received by the Submission Deadline. South Weber City will not accept any late proposals or proposals submitted by any other method.



Proposals shall be one (1) pdf document and shall not exceed **5 MB**.

3. Submittals must be complete in meeting the requirements of this request. The City reserves the right to request that the Applicant clarify any part of its proposal. Responses to such requests must be made in writing and will become part of the proposal. Additional information provided after the deadline will not be considered unless specifically requested by the City.

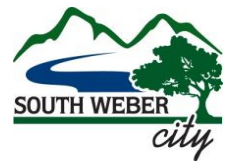
#### **D. Submittal Organization and Content**

The comprehensive RFP response shall include all requested information and documentation. Incomplete submittals may be deemed non-responsive.

Submittals shall contain no more than fifteen (15) pages, excluding resumes and copies of licenses. The submittal shall include the following:

1. Transmittal Letter: The letter of transmittal shall be on official business letterhead and shall include the following:
  - a. A statement of the respondent's intent to participate in the contract and comply with all terms and conditions as indicated in the RFP or exceptions taken thereto.
  - b. A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
  - c. A certification statement to the effect that the person signing the submittal is authorized to do so on behalf of the respondent.
  - d. Name of the key contact person with his/her title and telephone numbers.
2. Qualifications: This section is an indication of ability to perform the required services and understanding of the purpose and scope of the proposed services.
  - a. Provide a brief description of Respondent's historical background, scope and nature of services routinely provided, and its capabilities.
  - b. Identify the type of business (corporation, partnership, sole proprietor, etc.) and license number to do business in the State of Utah.
  - c. Describe knowledge with all aspects of real estate transactions, including negotiation, purchase contracts, appraisals, and title insurance.
  - d. Provide documentation for current Utah Real Estate license as an Agent or Broker.
  - e. Describe knowledge with reading and interpreting right-of-way and property maps, deeds, engineering drawings, and blueprints.
  - f. Describe support personnel and all necessary equipment to provide the services outlined in this Request for Proposals.



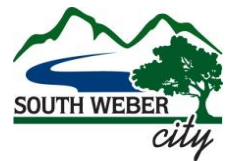


3. Experience: This section should describe the Respondent's experience on recent projects, including the individual team members' involvement on the specific projects described. Project information and plans for the identified projects should be briefly included.
  - a. Respondent should describe their familiarity with sections 10-8-2 and 78B-6-5 of the Utah Code.
  - b. Provide detailed relevant experience of similar projects which shall include name of client, contact person and current phone number, email, brief description of service performed, date of services, total contract amount, and any other pertinent information regarding the experience.
  - c. Document at least five (5) years of experience in commercial, land, industrial, and residential real estate work.
  - d. Document at least three (3) years of experience working with public entities.
4. Key Personnel and Project Team: This section should contain the following information:
  - a. Organizational chart showing the team involved including individual members, all organizations, relationships, and breakdown of responsibilities.
  - b. The percentage of the work that is expected to be performed locally. Indicate other offices/locations that might provide services along with a percentage of work to be performed at those locations.
  - c. Provide professional credentials, certifications, resumes, licenses, and experience of project team.
  - d. If any part of the work will be provided by subconsultants, state the company name and their role in projects. Consultant will be responsible for verifying the qualification and validity of all licenses or permits for any outsourced work to subcontractors.
5. Fee Proposal: The fee proposal shall include lump sum costs for:
  - a. Acquisition services per residential parcel.
  - b. Preparation of documents.
  - c. Administrative Compensation Estimate (for values under \$10,000).
  - d. Expected reimbursables rate and subconsultants mark-up rate.

Actual costs may be determined on a per project basis depending on the property type and complexity of the project.

#### **E. Oral Presentation/Interview**

As part of the evaluation process, City may elect to invite selected respondents to make oral presentations to the City and/or respond to the panel's questions. These presentations must be



made by the same project team personnel who will be assigned to the project should the Respondent be awarded the contract.

#### **F. Evaluation Criteria**

- IV. The City shall establish a selection committee that will evaluate and rate each proposal based on the criteria and weights shown below. Evaluations for each proposal will be tallied to determine the final proposal score. Highest ranking applicants will be recommended to the City Council for inclusion into the pool. Submittal of an incomplete proposal or a proposal that does not follow the instructions in paragraphs above is grounds for disqualification.
1. Transmittal Letter (5%): Complete information as requested.
  2. Qualifications (20%): Knowledge and ability of Respondent to perform the services required.
  3. Experience (20%): This category deals with the Respondent's performance on prior local projects.
  4. Key Personnel and Project Team (20%): This category deals with the education, training, and experience level of key personnel proposed, as well as previous experience working together as a team.
  5. Fee Proposal (20%): Value of Respondent's services.
  6. Optional oral presentation (15%).

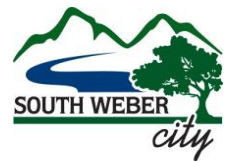
#### **V. OTHER**

##### **A. Submittal Ownership**

All proposals (and the information contained therein) shall become the property of the City. Respondents should carefully consider the items submitted before submitting items that would not be disposable to the Respondent. Submittals may be reviewed and evaluated by any person at the discretion of the City. No submittal shall be returned to the Respondent regardless of the outcome of the selection process.

##### **B. Acceptance of Proposal**

1. The City reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject for any reason, any or all submittals pursuant to this request for proposals.
2. The Respondent agrees that the City may terminate this procurement procedure at any time and for any reason, and the City shall have no liability or responsibility to the Respondent for any costs or expenses incurred in connection with this request, or Respondent's response.



**C. Withdrawal of Submittal**

The submittal may be withdrawn upon request by the Respondent without prejudice.

**D. Submittal Cost**

Cost for developing submittals and subsequent presentations are entirely the responsibility of the Respondent and shall not be chargeable in any manner to the City.

**E. Reservation of Rights**

The City reserves rights to:

1. Reject any and all submittals received in response to this RFP.
2. Waive or modify any informalities or irregularities in submittals at the sole discretion of the City, which is determined to serve the best interest of the City.
3. Request additional information or modifications from applicants prior to award if such is in the best interests of the City.
4. Use any ideas submitted in the submittals received, unless covered by legal patent or proprietary rights. Selection or rejection of the submittal does not affect this right.
5. In the event of unsuccessful contract negotiations or contract termination, enter into contract negotiations with other qualified respondents that submitted acceptable proposals.
6. Cancel or modify the terms of this RFP and or the project at any time and for any reason preceding the execution of a contract.
7. The City shall be the sole judge of the merits of the respective proposals received.

**F. Public Record**

In accordance with State Law, proposals are public record and are subject to public review upon request. However, a Respondent may request that any part of its proposal be designated a protected record and not be available for public release by complying with Utah Law, 63G-2-309(1). To do this, the Respondent must provide the City with a written claim of business confidentiality and a concise statement of the reasons supporting this claim. The information must be submitted together with the proposal to be considered.

**EXHIBIT B – Response to Request for Proposals**

# LaMar A. Mabey & Associates, Inc.

Right of Way Done Right the First Time

May 8, 2020

South Weber City  
Lisa Smith  
City Recorder  
1600 East South Weber Drive  
South Weber, Utah 84405

Dear Lisa Smith:

This Request for Proposal Submittal is being submitted to you by LaMar A. Mabey & Associates, Inc. to be considered for the On-Call Property Acquisition Services for South Weber City. Also, included within this RFP are the qualifications of LaMar A. Mabey & Associates, Inc. which is a Utah Corporation in the State of Utah (#27-3881516). LaMar A. Mabey & Associates, Inc. will also be involved in the Administrative Compensation Estimates (ACE's), appraisal, appraisal reviews, and acquisitions of those property owners affected by the city's projects.

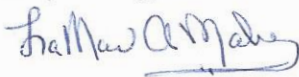
LaMar has read the Request for Proposal and accepts the project objectives and schedule as outlined in the RFP. LaMar A. Mabey & Associates, Inc. agrees to perform those services under the direction of South Weber City or their City Engineering firm and within the time frame designated. With LaMar's experience in Project Right of Way Oversight Management, Appraisals, Appraisal Reviews, Acquisition, Title Work and Closings, he has the ability to deliver the required services to your specifications and satisfaction, while remaining sensitive to the needs of those directly impacted by the acquisition of their property for the project.

LaMar A. Mabey & Associates, Inc. does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex marital status, political affiliation, national origin or handicap.

During LaMar's tenure with UDOT's ROW Department he worked with the Attorney General's office and the Private Property Rights Ombudsman's office dealing with Condemnation. Eminent Domain trying to get cases settled before going to trial. If selected, LaMar A. Mabey & Associates, Inc. will provide the required insurance policies and amount.

I appreciate your time and consideration and look enthusiastically forward to working with South Weber City on this RFP if selected. LaMar A. Mabey will be the key contact person for this submittal proposal. Please feel free to contact me should you have any questions.

Respectfully,



LaMar A. Mabey  
President / Owner  
LaMar A. Mabey & Associates, Inc.  
10511 Highline Circle  
South Jordan, Utah 84095  
801-837-1990  
[lmabey8@gmail.com](mailto:lmabey8@gmail.com)

10511 Highline Circle South Jordan, Utah 84095  
Telephone: (801) 837-1990 Email: [lmabey8@gmail.com](mailto:lmabey8@gmail.com)



## **Summary of Qualifications**

LaMar A. Mabey & Associates, Inc. is a Corporation in the State of Utah. The Corporation entity number is #27-3881516. LaMar A. Mabey is the President and Owner / Broker of the Company. The company was started in 2009 and incorporated in 2010.

LaMar A. Mabey was a Certified General Appraiser / Appraiser Supervisor / negotiator / Right of Way Project Manager for the State of Utah during his tenure at the Utah Department of Transportation Right of Way Division. LaMar is also a Real Estate Principle Broker in the State of Utah and is a Notary in the State of Utah. LaMar has completed and been awarded the Certified Public Manager designation by the State of Utah.

LaMar A. Mabey & Associates, Inc. is a full service Right of Way company that can take a project from beginning to end if desired. LaMar has developed a core team of appraisers, acquisition agents and relocation specialists and title companies that can meet the needs of the City. With LaMar's UDOT experience managing all aspects of a project and the ability to work with design engineers, elected officials, and government staff personnel, the general public and business owners, he has the ability to make the project manager's job a lot easier.

During LaMar's employment with the Utah Department of Transportation Right Way Division and since retiring, he has acquired hundreds of parcels of land and performed hundreds of Administrative Compensation Estimates (ACE's).

During LaMar's employment with the Utah Department of Transportation, he worked very close with the Utah Attorney General's Office on condemnation cases as well as with the Private Property Rights Ombudsman's Office in arbitration and mediations dealing with the property acquisitions prior to going to condemnation.

LaMar has been involved in Real Estate and Right of Way acquisitions for over 40 years either as a real estate agent, broker or an employee of Salt Lake County (Assessor's Office), the State of Utah (UDOT), and as a consultant for an engineering firm working on projects in Hawaii and Guam and as the President, Real Estate Broker and owner of LaMar A. Mabey & Associates, Inc.

LaMar has worked with local government entities acquiring land and easements for their highway, sewer, sidewalk and trail projects throughout the State of Utah. LaMar was also UDOT's Right of Way Local Government Manager for the State of Utah working with many Cities and Counties in the State of Utah.

LaMar also served 8 years as a South Jordan City Councilman which gives him the experience and knowledge of the workings of City government.

LaMar has a good knowledge and understanding of highway strip maps, deeds, engineering drawings and blue prints. He also has a good understanding of all aspects of real estate transactions, including negotiation, purchase contracts, appraisals, title insurance, condemnation and arbitration and mediation.

## **Education**

Master's in Business Administration (MBA), University of Phoenix  
Bachelor of Arts (Business Management), University of Utah  
Certified Public Manager, State of Utah  
Numerous IRWA and NHI Courses  
The Utah Land Use Institute Conference Seminars  
Real Estate Agent and Real Estate Broker Classes

## **Professional Affiliations**

Salt Lake Board of Realtors  
Utah Association of Realtors

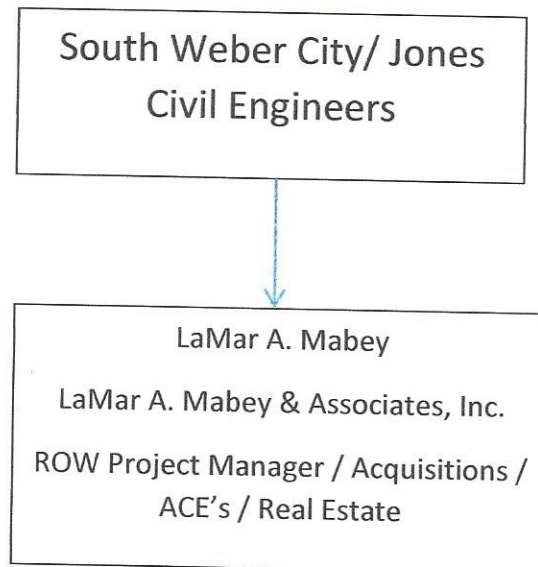
## **Professional Registration**

Real Estate Principle Broker – Utah 5454131-PB00  
Notary Public – Utah

## **City Government Experience**

South Jordan City Councilman for 8 years

## **II Project Team**



LaMar will be the only team member working on any assigned South Weber City projects at this time unless it becomes necessary to bring on additional consultants or staff.

### **III Relevant Experience**

LaMar A. Mabey retired from the Utah Department of Transportation's Right of Way Division after 20+ years working with Salt Lake County (Assessor's Office) and the State of Utah (UDOT). LaMar was hired by UDOT as a Right of Way appraiser and negotiator. He eventually became the Appraisal Supervisor for the UDOT Right of Way Division. Later he oversaw the appraisal and acquisitions of many of UDOT's larger highway projects including Design Build, Design-bid Build and CMGC projects, Legacy Highway.

The last 2 ½ to 3 years LaMar worked for the UDOT Right of Way Division, he was the Local Government Manager for the State of Utah. Worked with all local entities (County and Cities) in the State of Utah who had highway projects with Federal monies to make sure they followed the Federal and State of Utah's Policies, Regulations and Procedures so they would not lose their funding because of not being in compliance with the policies, rules and regulations.

LaMar was also a Certified General Appraiser in the State of Utah which gives him the background for doing Administrative Compensation Estimates (ACE's) on parcels that are less than the \$10,000 which is allowed by FHWA. Thus, saving thousands of dollars in appraisal fees that would normally have been spent setting the Just Compensation Value of the property.

LaMar while employed with UDOT worked very close with the Utah Attorney General's Office and the Private Property Rights Ombudsman's Office in regards to condemnations on parcels UDOT was not able to come to an agreement with the property owners. He would attend arbitration or mediation meetings with the Attorney General's Office, the property owner and their attorney to try and settle the condemnation case prior to going to court. LaMar's job in those meetings would be to help determine a reasonable value or dollar amount to come to an agreeable settlement amount for both the property owner and the State of Utah.

LaMar was a right of way specialist who has been involved with right of way issues affecting transportation, commuter rail and pipeline projects in Utah and outside of Utah for 30+ years. While employed with the Utah Department of Transportation, Right of Way Division, LaMar was involved in project review, title research, right of way cost estimating, land use analysis, value engineering, PS&E, working with design engineers on right of way design issues, appraisals, appraisal reviews, acquiring properties, right of entry agreements, arbitration / mediation and resolving condemnation cases with the Attorney General's Office and the Private Property Rights Ombudsman's office. He was the appraisal Supervisor for the Right of Way Division of the Utah Department of Transportation and was a Certified General Appraiser in the State of Utah. He has been the right of way lead / oversight manager on some of UDOT's largest design /build highway projects. LaMar also has been an expert witness for the Attorney General's Office in condemnation.



## **Highway**

Guam Island Wide Projects: Researched old right of way documents from the military, Government of Guam, condemnation cases and the Guam Department of Public Works to help identify and establish the right of way island wide for the Government of Guam. Helped establish a right of way data base which Guam's Department of Public Works and other governmental agencies could use for future highway and utility projects. Established the needed right of way documents so the Government of Guam could certify FHWA projects for construction in preparation of the future military buildup on the island. Also provided right of way expertise to identify where the right of way is located along the highways and routes on the island. Provided right of way expertise in getting 45 intersections certified for installation of new LED signal equipment upgrades, cleared right of way for 20 miles of new guardrail replacement and highway stripping island wide and 50 miles of new pavement overlays for a number of different routes around the island. Helped write and reviewed the Territory of Guam's Right of Way manual making sure it was in compliance with the Uniform Standards of professional Appraisal Practice (USPAP), 23 CFR Part 710 and 49 CFR Part 24 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).

## **Highway Projects**

I-15 Corridor Reconstruction Design-Build Project: This project was a 17 mile segment of I-15 running through the middle of Salt Lake County. There were 180 ownerships valued over \$80 million. LaMar was responsible for getting the ownerships appraised and reviewed in a timely manner and turned over to the acquisition supervisor to begin the negotiation process, met with property owners to discuss the project and work out problems affecting their property. Worked with the acquisition supervisor on valuation disputed and the attorney General's Office on condemnation settlements.

North Valley Landfill Road, Logan, Utah: Right of Way Lead / Acquisition Agent; acquired 24 partial acquisitions for the widening of a farm road to be used as the main road to a new landfill that Logan City was constructing in the northwest corner of Cache County. Worked with the project manager to work out questions property owners had and to submit in payment requests for signed acquisition contracts. Right of Way project value over \$200,000.

Various Utah Department of Transportation projects. Project Right of Way Lead Manager, working with Project Manager and design engineer to work out problems. Worked with appraisers to determine the valuation of the needed right of way and working with UDOT's appraisal reviewer to get the appraisals reviewed and have Just Compensation Value set. Meet and make offers to the various property owners in regards to acquiring the needed right of way for the project. Tracked the status of the right of way for the project.

## **Local Government Right of Way Projects:**

### **Salt Lake County**

Andrea Pullos, P.E.  
County Transportation Engineer/Manager for the project  
Office: 801-468-6600

2300 East, I-80 to 3900 South, Salt Lake County, Utah  
Time to complete Project: Approx. 15 – 16 months

Approximately 200 parcels either as a fee acquisition or temporary or perpetual easements. LaMar did over 100 Administrative Compensation Estimates (ACE's). To widen and put in a sidewalk.

David Osbourn, P.E.  
Stanley Consultants  
Office: 801-269-3897  
Cell: 801-230-8088

Buttercup Ped. Bridge  
Time to complete Project: 1 month

LaMar secured 2 parcels for the project. One from the Canyon School District and the other from the Salt Lake County Library Department. Both acquisitions required Salt Lake County Library Board approval and the Canyon School District Board's approval. The parcels were needed to build a ped bridge over 1300 East to the Edgemont Middle School for student safety crossing the busy 1300 East road.

### **Box Elder County**

Bill Gilson, P.E.  
Road Supervisor, Box Elder County  
Office: 435-257-5450  
Cell Phone: 435-279-3370

Iowa String Bridges  
Time to complete Project: 7 days

LaMar acquired 5 parcels and did and got approved 5 Administrative Compensation Estimates (ACE's) for two bridge widening project in Corrine, Utah.

### **Logan City:**

Lance Houser, P.E.  
Assistant City Engineer for Logan City  
(Lance is currently the Senior Project Engineer for Frandson Civil Engineers, Logan, Utah)  
Cell Phone: 435-994-1478

Blacksmith Fork River Flood Control Project  
Time to Complete Project: 3 ½ months

Blacksmith Fork River Flood Control Project, Logan, Utah. Right of Way Lead Agent and Oversight Manager, 20 ownerships / 18 appraisals 2 ACE's, 18 relocations. LaMar worked with Hansen Engineers out of Brigham City to prepare the deeds for the total acquisitions and with the title company on all closings. Worked with the Assistant City Engineer on this project which was to build a flood control levee along the Blacksmith Fork River to protect the abutting subdivision that floods during the spring run-off. The Federal Agency that was funding over 75% of the project, it was their policy to pay the property owners of the homes 10% over the appraised value of the home as their relocation benefit. LaMar handled the relocations for the 17 homes under this relocation process for the City of Logan. The 18<sup>th</sup> home was tied up in bankruptcy and foreclosure with the mortgage company. LaMar was able to acquire the home out of bankruptcy and foreclosure for Logan City. Came in ahead of schedule and under budget.

### **Lehi City:**

Brad Kenison, P.E.  
Assistant City Engineer / Project Manager for Lehi  
Office: 385-201-2529  
Cell: 801-836-1020  
email: [bkenison@lehi-ut.gov](mailto:bkenison@lehi-ut.gov)

1200 West, I-15 to Timpanogos Highway  
Time to Complete Project: 5 months

LaMar acquired 24 parcels, oversaw 15 appraisals and performed 2 ACE's on commercial, residential and industrial parcels. The project was a trail and road widening / signalizations project for Lehi City.

Lorin T. Powell, P.E.  
City Engineer for Lehi City  
Office 385-201-2529  
Cell: 801-836-1021

2300 West Road Construction, Lehi, Utah  
Time to complete project: 4 months

LaMar oversaw 1 appraisal and did 27 ACE's and acquired 28 parcels of land for the construction of the last section of new road (2300 West) between 2200 North and Pointe Meadow Drive, Lehi, Utah.

### **Millcreek City:**

Frederick Lutze, P.E.  
Assistant City Engineer for Millcreek City  
Office: 801-214-2720  
Cell: 801-688-8604

Upland Drive Sidewalk Project  
Time to Complete Project: 3 ½ months



LaMar acquired 24 permits to enter and construct and cost to cure contracts, he performed 1 ACE on a small corner clip fee take. The project needed to be completely acquired prior to school getting out for the summer so the contractor could construct the sidewalk while school was out and have it ready when school started the end of August.

### **Murray City:**

Trae Stokes, P.E.  
Murray City Engineer  
Office: 801-270-2440  
Office: 801-270-2401

Vine Street, 1000 East to 1300 East  
Time to Complete Project: 5 ½ months

LaMar acquired 13 parcels including one from the LDS Church which took 3 ½ - 4 months, performed 3 ACE's and oversaw 10 appraisals and reviews.

Trae Stokes, P.E.  
Murray City Engineer  
Office: 801-270-2440  
Office: 801-270-2401

5900 South, State Street to 700 West  
Time to Complete Project: 6 ½ months

5900 South: State Street to 700 West, Murray, Utah: Right of Way Lead Agent, approximately 75 ownerships, prepared the right of way cost estimate, performed 70 ACE's and oversaw 5 appraisals and reviews, weekly status reports and attended meeting when requested to. Worked with acquisition agents and property owners to come to an agreement on the purchase price when needed.

### **Perry City**

Brett Jones, P.E.  
Perry City Engineer  
Cell: 801-391-0034  
Office: 801-476-9769

1100 West to 1200 West Corridor  
Time to Complete Project approx... 9 months

1100 West to 1200 West Corridor, Perry, Utah: Right of Way Lead Agent, approximately 14 parcels with 8 ownerships, oversaw 14 appraisals and reviews, attended project meetings or conference calls when requested. Met with property owners and acquired the needed parcels of land for the highway project. Worked with Cottonwood Title Company in Layton, Utah and Perry City on the closing of the acquired parcels.

## **Local Government Oversight**

Utah Department of Transportation's Right of Way Local Government Right of Way Manager working with all municipalities in the State of Utah who received federal funds for their highway projects. LaMar provided oversight and training to city and county elected officials and employees on the federal and state rules and regulations affecting their projects as it relates to ROW acquisitions and relocations on Federal Aid Projects. He was their point of contact for all local government's concerning right of way questions. He worked with cities and counties to help get their Right of Way Funding and Cooperative Agreements and resource plan in place with FHWA to begin their projects. He has and is working with the Bureau of Indian Affairs on highway projects affecting Native American Reservations.

## **IV Management Approach**

### **REAL ESTATE RIGHT OF WAY PROCESS / METHODOLOGY / PHILOSOPHIES FOR THE SOUTH WEBER CITY ACQUISITION SERVICES RFP**

- Be the project Real Estate / Right of Way Agent
- Right of Way value oversight with the appraiser and appraisal reviewer
- Work closely with South Weber City / Jones Civil Engineering or who will provide public involvement oversight for the project
- Perform Administrative Compensation Estimates (ACE's)
- Prepare Statements of Just Compensation of Value for the City to review and approve before any offers are made
- Help identify all potentially affected property owners along the project corridor
- Prioritize all property owners who require the longest time to clear right of way for the project (LDS Church, out of state property owners, etc.)
- Identify the point of contact with the major stake holders on the project (property owners, businesses, etc.)
- Work with design engineers to help resolve right of way or real estate issues affecting the design in regards to the alignment
- Meet with property owners to explain the project and answer any questions
- Prepare Right of Way acquisition packets
- Make offers to property owners to acquire the needed right of way or real estate for the project
- Meet with South Weber City / Jones Civil Engineering Project Manager to deliver the property owner signed acquisition files so they could be reviewed and signed by South Weber City / Jones Civil Engineering
- Maintain a right of way contact log for each acquired parcel
- Work with the South Weber City / Jones Civil Engineering Project Manager to make sure the project is in compliance with Federal and State Policies, Procedures, Rules and Regulations in regards to right of way and real estate acquisitions
- Make sure the project has enough right of way resources available to make sure the project comes in on time and on budget

- Be the Real Estate / Right of Way Resource person for the project, team members or city officials or staff as needed
- Will oversee ordering preliminary title reports on an as needed basis
- Provide real estate / right of way input during public meetings or open houses

#### **V Real Estate Acquisition Services Fees**

• Administrative Compensation Estimates (ACE)	\$ 600.00
• Acquisitions (residential, commercial, Industrial, vacant land)	\$1,500.00
• Permits to Enter and Construct	\$ 500.00
• Hourly rate (attend project meetings, public meetings and open houses, Review appraisals if needed, order appraisals)	\$ 125.00 / hour

If an appraisal needs to be done, the cost of the appraisal will be billed as part of the project at the cost of the appraisal with no mark up.

If a surplus parcel of land owned by South Weber City needs to be listed or purchased off of the Salt Lake Board of Realtors MLS (Multiple Listing Service) the industry standard is 6% (3% to the listing brokerage and 3% to the selling brokerage). LaMar A. Mabey & Associates, Inc. would be being willing to list or purchase the property for South Weber City and have the commission be the fee and will not need to bill the City.

South Weber City / Jones Civil Engineering will provide legal descriptions, deeds, maps and exhibits for the project and parcels that needs to be acquired. LaMar A. Mabey & Associates, Inc. will prepare the right of way contracts, purchase agreements, ACE's, negotiator's logs, etc.. If title reports need to be performed, LaMar will contact Cottonwood Title (formerly Founders Title) in Layton to have them perform any title work or closings if requested or would use the title company the City would like to use or contract with.



**STATE OF UTAH  
DEPARTMENT OF COMMERCE  
DIVISION OF REAL ESTATE**

**ACTIVE LICENSE**

**DATE ISSUED:** 03/03/2020

**EXPIRATION DATE:** 02/28/2022

**LICENSE NUMBER:** 5454131-PB00

**LICENSE TYPE:** Principal Broker

**ISSUED TO:** LAMAR A MABEY  
10511 HIGHLINE CIRCLE  
SOUTH JORDAN UT 84095



*Lamar A Mabey*  
SIGNATURE OF HOLDER

*[Signature]*  
REAL ESTATE DIVISION DIRECTOR

**EXHIBIT 4**

**PROFESSIONAL SERVICES**

**AGREEMENT ON-CALL PROPERTY**

**ACQUISITION SERVICES WITH**

**MERIDIAN ENGINEERING**



## **PROFESSIONAL SERVICES AGREEMENT ON-CALL PROPERTY ACQUISITION SERVICES**

This Professional Services Agreement for Property Acquisition Services (the "Agreement") is entered into on the 26th day of May, 2020, by and between **SOUTH WEBER CITY**, a political subdivision of the State of Utah (the "City"), and **[CONSULTANT NAME]** (the "Consultant"). The City and the Consultant may be hereafter referred to individually as a "party" and collectively as the "parties."

### **RECITALS**

**WHEREAS**, City advertised a Request for Proposals ("RFP"), attached hereto as **Exhibit "A"** and received proposals from various qualified firms on May 18, 2020; and

**WHEREAS**, in response to the RFP, Consultant provided a proposal in response to the RFP ("Proposal"), attached hereto as **Exhibit "B"**; and

**WHEREAS**, City selected Consultant to be in a pool of firms approved to provide negotiation and property acquisition services on as-needed basis; and

**WHEREAS**, City will determine, in its sole discretion, when a need for work exists under this Agreement;

### **AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Scope of Services.** City may request acquisition services from Consultant on as as-needed basis as more specifically described in the City's RFP and the Consultant's Proposal. As the need arises, City will prepare a scope of services for a specific project. Upon request, Consultant shall provide a project-specific fee and schedule for consideration by the City.

2. **Compensation.** The compensation for any work requested under this Agreement shall be given at the rate(s) specified in each project-specific proposal, and shall not to exceed the total budget established for each project. Said total shall constitute full payment for all services rendered and costs incurred by Consultant in performing this Agreement for each project.

3. **Requests for Payment.** Invoices for progress payment may be submitted to the City (Accounts Payable) on a frequency not exceeding monthly. Invoice content shall, at a minimum, contain the following: reference to the associated Project; established budget; percentage completed; and a detailed breakdown of rates, specific employee(s), and dates worked. City agrees, within thirty (30) days after receipt of each payment request, either to process the request or return it to the Consultant indicating the reasons for refusing to approve payment. Once corrected and approved, the City agrees, within thirty (30) days, the approved amount will be paid.

4. **Non-Guarantee of Work.** City will determine, in its sole discretion, when a need for work exists under this Agreement. City may have qualified more than one Consultant for a particular type of work

and City does not guarantee a specific quantity of work to any Consultant either in terms of the number or value of Project(s). In some instances, City may determine that work which could be performed under this Agreement should be put out for separate bid or that a request for proposal will be issued to Consultants in the pool. In that event, and if Consultant is awarded work, the work will be performed pursuant to such separate bid or request for proposal.

5. **Independent Contractor.** Consultant shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the City. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, Consultant shall comply with all federal, state, and local laws and regulations, and all orders under any applicable law, and all policies of City for independent contractors, as adopted from time to time by City.

6. **Standard of Performance / Professionalism.** Consultant acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Consultant agrees to perform the services under this Agreement with the level of professionalism expected in its industry in the community. Further, Consultant, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interest of the City. Consultant further agrees that it will not accept any fee or financial remuneration from any entity or person other than City for its performance under this Agreement. The Consultant shall without delay correct any problem or deficiency arising out of its failure to meet this standard of performance without additional cost to the City.

7. **Ethical Standards.** Consultant represents that it has and shall not:

- a. Provide(d) an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee or relative of business entity of a former City officer or employee;
- b. Retaine(d) any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or other bona fide commercial agencies established for the purpose of securing business;
- c. Breach(ed) any of the ethical standards set forth in State statute or South Weber City Ordinance 2-1-190; nor
- d. Knowingly influence(d) any City officer or employee or former City officer or employee to breach any of the ethical standards set forth in State statute or City Ordinances.

8. **Confidentiality.** Consultant shall hold all information provided to it by City for the purpose of its performance of this Agreement, whether provided in written or other form, in strict confidence; shall make no use thereof other than for the performance of the Agreement; and shall not release any of said information to any third party, any member of the Consultant's firm who is not involved in the performance of services under this Agreement, or to any representative of the news media without prior written consent of the City. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Consultant in performance of this Agreement shall also be held confidential by Consultant. City shall have the sole obligation of privilege of releasing such information as required by law.

9. **Default.** Either party shall be considered to be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) after thirty (30) days' written notice from the other party of such substantial failure to perform.

10. **Termination.**

a. **Termination for Default.** City may terminate this Agreement for an "Event of Default" as defined, upon written notice from City to Contractor.

b. **Termination by Contractor for Default.** Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to City.

c. **Event of Default.** As used in this Agreement, the term "Event of Default" means (a) a Party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 days after written notice to the Party failing to make such payment; (b) a Party hereto fails to perform any of its material obligations and such failure continues for a period of 30 days after written notice to such defaulting Party; or (c) any material representation or warranty of a Party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

d. **Force Majeure.** Neither Party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that Party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Contractor or City shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other Party.

e. **No Limitation of Rights.** The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either Party shall in no event constitute a waiver as to any future breach.

f. **Termination for Convenience.** City reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever City determines, in its sole discretion that it is in the City's interest to do so. If City elects to exercise this right, City shall provide written notice to Contractor at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, Contractor shall be paid for all services up to the date of termination. Contractor agrees that the City's termination for convenience will not be deemed a termination for default nor will it entitle Contractor to any rights or remedies provided by law or this Agreement for breach of contract by the City or any other claim or cause of action.

11. **Term and Renewal.** The term of this Agreement is for three (3) years. Upon review by City, the Agreement may be extended for two (2) additional years. The total term of the Agreement; however, shall not exceed five (5) years.

**12. Consultant's Working Files and Accounting Records.**

a. Working Files. Consultant shall maintain files containing all work documentation, including calculations, assumptions, interpretations, or regulations, sources of information, and raw data generated, produced, created, or required in performing this Agreement. Consultant shall provide City copies of information contained in Consultant's working files upon City's request, and such copies shall become property of the City upon delivery.

b. Accounting Records. Consultant shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 3. Consultant shall retain and make such records available to City for its examination during Consultant's normal business hours for a period of three (3) years after Consultant submits its final invoice to City.

c. Audit. City may, in its sole discretion, audit any invoice or statement of cost submitted by Consultant, at any time, as long as the City gives Consultant written notice of its intent to conduct the audit. An audit may take place within the current term and up to three (3) years after Consultant submits its final invoice to City.

**13. Insurance.**

a. Consultant, as its own cost, shall secure and maintain during the term of this Agreement, the following minimum coverage:

i. Worker's Compensation and Employer's Liability. As required by the State of Utah.

ii. Commercial General Liability. Minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate.

iii. Professional Liability. Minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.

iv. Commercial Automobile Liability. Minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

b. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah that are currently rated A- or better by A.M. Best or listed in the United States Treasury Department's current listing of Approved Sureties, as amended.

c. The Consultant shall furnish certificates of insurance, acceptable to the City, verifying compliance with the insurance requirements herein prior to the execution of the Agreement. Consultant shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies through the life of this Agreement.

d. The Consultant's insurance policies shall be primary and non-contributory to any other coverage available to the City. The worker's compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of the City.

e. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Consultant shall provide a new certificate of insurance within thirty (30)

days after being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the City.

f. All required policies shall provide coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to the City.

g. In the event the Consultant fails to maintain and keep in force any insurance policies as required herein, City shall have the right at its sole discretion, to obtain such coverage and reduce payments to Consultant for the costs of said insurance.

14. **Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

City  
South Weber City  
David Larson, City Manager  
1600 E. South Weber Drive  
South Weber, UT 84405  
801-479-3177  
[dlarson@southwebercity.com](mailto:dlarson@southwebercity.com)

Consultant  
[Meridian Engineering, Inc.](#)  
[Shannon M. Graham, Acquisition Mgr.](#)  
[1628 W 11010 S #102](#)  
[South Jordan UT 84095](#)  
[208-559-2917](#)  
[sgraham@meiamerica.com](mailto:sgraham@meiamerica.com)

The authorized representative(s) shall have full power to bind City and Consultant in decisions related to a Project and not requiring approval of City's elected representatives, unless otherwise required by City's Purchasing Policy. Each party may designate an authorized representative upon written notice to the other party.

15. **Equal Opportunity.** To the extent applicable hereto, Consultant will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

a. The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means Consultant.

b. The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means Consultant.

c. The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules

and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order is under \$10,000. As used in said clause, "Contractor" means Consultant and "Contract" means this Agreement.

16. **Compliance with Laws.** Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Consultant of applicable law, rule or regulation, shall constitute an event of default under this Agreement. Consultant is responsible, at its sole expense, to acquire, maintain, and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

17. **Conflict of Interest.** None of City's elected representatives or its employees, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further agrees that in the performance of this Agreement no person have such interest shall be employed.

18. **Indemnification.** Consultant agrees to indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third Parties, including Consultant, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workman and suppliers, however allegedly caused, resulting directly or indirectly from, or arising out of, Consultant's breach of this Agreement or any acts or omissions of or by Consultant, its agents, representatives, officers, employees, or subcontractors in connection with its performance of this Agreement. Consultant agrees that its duty to defend and indemnify the City under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the City for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the City.

19. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents, and assigns.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.

21. **Arbitration.** Any difference, dispute, claim, or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in South Weber City, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.

22. **Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.

23. **Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any

waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.

24. **No third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.

25. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.

26. **Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.

27. **Certification of Eligibility.** Consultant certifies that neither the Consultant nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is 100 percent or partially funded with state or federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

**SOUTH WEBER CITY CORPORATION**

\_\_\_\_\_  
David J. Larson, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Attest: City Recorder, Lisa Smith

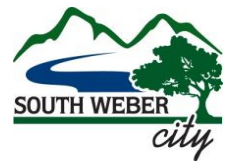
**Meridian Engineering, Inc.**

\_\_\_\_\_  
Shannon M. Graham, Acquisition Manager

Date: \_\_\_\_\_

## **EXHIBIT A – Request for Proposals & Addenda**





**SOUTH WEBER CITY  
REQUEST FOR PROPOSALS  
ON-CALL PROPERTY ACQUISITION SERVICES**

Advertisement

South Weber City is accepting proposals from qualified property acquisition agents/firms interested in submitting qualifications and proposals for the acquisition of property and easements within South Weber City on an on-call basis.

It is the intention of the City to select several agents firms to create a pool of pre-qualified property acquisition agents/firms for a term of three (3) years. Consultants will be selected based on qualifications, experience, and fee. Consultants who submit proposals may be interviewed for final selection. Selected Consultants are expected to be available to begin work on or after June 1, 2020.

South Weber City will make the Request for Proposals (RFP) available to any interested parties from the City's website: [www.southwebercity.com](http://www.southwebercity.com) and the City Engineer's website: [www.jonescivil.com](http://www.jonescivil.com). Interested parties are responsible for monitoring the website(s) for information concerning the RFP and any addenda issued.

Closing Date for Questions is Thursday, May 14 at 12:00 p.m.

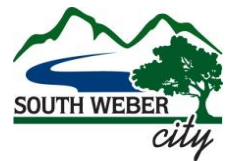
Closing Date for Receipt of Proposals is Monday, May 18, 2020 at 3:00 p.m.

See full RFP for full schedule and details.

Owner reserves the right to reject any or all Proposals, to waive any informality in a Proposal, and to select the Proposals that are the most advantageous to the City.

Owner:	South Weber City
By:	Lisa Smith
Title:	City Recorder
Date:	05/06/2020

Publish: May 7 & 14, 2020



## **REQUEST FOR PROPOSALS ON-CALL PROPERTY ACQUISITION SERVICES**

### **I. INTRODUCTION**

South Weber City ("City") is seeking proposals from qualified and experienced Property Acquisition Consultants ("Consultant") to provide negotiation and acquisition services for South Weber City on an as-needed basis ("Project"). No guarantee of the actual service requirement is implied or expressed by this solicitation. Service requirements will be determined by actual need. The City intends to create a pool of qualified consultants for work needed in the next three (3) years.

### **II. SERVICES**

#### **A. General Scope**

As necessary, Consultant will coordinate efforts for the purchase of 1) fee simple ownership of property, 2) easements, and 3) temporary construction easements. Applicants must follow the requirements imposed by City ordinance and State law associated with the acquisition of property. Procedure shall ensure that should the City have to use eminent domain powers, all previous requirements are met.

Consultant will be required to coordinate with the designated City Representative.

City will provide property survey and legal descriptions to the Acquisition Consultant. Consultant is responsible for coordinating and developing the title work and the documents necessary for property and/or easement acquisition.

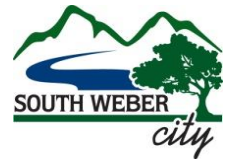
Consultant may be responsible to provide property appraisals services and complete an assessment package for the title company, when necessary.

City shall contract with a title company to complete the closing fees for a marketable title. City shall request the funds to be remitted to the title company to complete the transaction.

#### **B. Minimum Requirements**

Consultant shall:

1. Be able to document at least five (5) years of experience in residential, commercial, land and industrial real estate.
2. Be familiar with all aspects of real estate transactions, including negotiation, purchase contracts, appraisals, and title insurance.
3. Hold a current Utah Real Estate license as an Agent or Broker.
4. Be familiar with reading and interpreting right-of-way maps, deeds, engineering drawings, and blueprints.
5. Have at least three (3) years' experience working with public entities in Utah.



### **C. Duration of Contract**

The duration of this contract is three (3) years and will automatically renew annually for a period of one (1) year, unless 30 days written notice is given by either party to the other. The total contract time shall not exceed five (5) years.

City reserves the right to review contracts on a regular basis regarding performance and service elements during the term of the contracts.

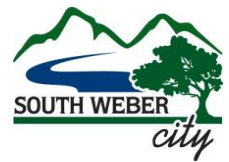
### **D. Deliverables**

1. Consultant will make initial contact with property owners to coordinate appraisals, feedback, and help circulate relevant project information.
2. Consultant will work with the Surveyor to provide accurate legal information to property owners and other professionals involved in the process.
3. Consultant will provide/coordinate appraisal services which are sufficient to establish the appropriate compensation to be paid to property owners for each easement, parcel or portion thereof which is acquired for the Project. Consultant shall prepare and review all appraisal reports submitted for the acquisition. All appraisals must be completed under the Uniform Standards of Professional Appraisal Practice by a Certified General Appraiser. Consultant will provide City a Just Compensation document to sign before presenting offer to property owner. Consultant will not make an offer to property owner without City's consent and agreement to offer.
4. Consultant will make contact with property owners, present offers, negotiate on behalf of the City, and provide all necessary real estate documents associated with the sale of property or purchase of easement to the City.
5. Consultant will provide the City with acquisition packets complete with title reports and warranty deeds and/or easements for all parcels or portions thereof which are to be acquired for the project for final review and approval.
6. Eminent domain work will be performed by City in the unlikely event it is warranted.
7. Other items as required by the scope of the project.

### **E. Insurance Requirements**

Consultant, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

1. Workers' compensation and employer's liability insurance as required by the State of Utah.
2. Commercial general liability insurance in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate.
3. Professional liability insurance in the minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.



4. Commercial automobile liability insurance that provides coverage in the minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

### **III. INSTRUCTIONS TO APPLICANTS**

#### **A. Timetable**

The following timetable has been established for this project:

1. Questions Deadline: Thursday, May 14, 2020 at 12:00 p.m.
2. Addenda Deadline: Thursday, May 14, 2020 at 5:00 PM
3. Submission Deadline: Monday, May 18, 2020 at 3:00 PM, local time (via email)
4. Approximate Notice of Award: On or around May 27, 2020

#### **B. Procedure**

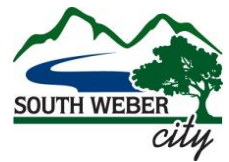
The procedure for response to this request, evaluation of qualifications, and selection of Consultant(s) is as follows:

1. Interested entities will prepare and submit their proposal according to the Timetable contained in Subsection III-A above.
2. City and/or its representatives will evaluate all submitted proposals in accordance with the evaluation criteria.
3. Oral presentations from top ranked applicants may be requested by the City.
4. City will select applicant(s) based on the review of the proposals and subsequent oral presentations.
5. Recommendation of Award will be presented to City Council for consideration.
6. If approved by City Council, a Professional Services Agreement incorporating the provisions, terms, and conditions of this RFP will be negotiated between the City and the selected applicant(s).

#### **C. Submittal**

1. All questions should be submitted to Dana Shuler at [dana@jonescivil.com](mailto:dana@jonescivil.com) by the deadline shown above.
2. Proposals will only be accepted by email. Each proposal shall be submitted to:
  - a. Lisa Smith at: [LSmith@southwebercity.com](mailto:LSmith@southwebercity.com) **AND**
  - b. Dana Shuler at : [Dana@jonescivil.com](mailto:Dana@jonescivil.com)

Proposals must be received by the Submission Deadline. South Weber City will not accept any late proposals or proposals submitted by any other method.



Proposals shall be one (1) pdf document and shall not exceed **5 MB**.

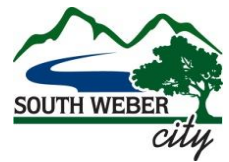
3. Submittals must be complete in meeting the requirements of this request. The City reserves the right to request that the Applicant clarify any part of its proposal. Responses to such requests must be made in writing and will become part of the proposal. Additional information provided after the deadline will not be considered unless specifically requested by the City.

#### **D. Submittal Organization and Content**

The comprehensive RFP response shall include all requested information and documentation. Incomplete submittals may be deemed non-responsive.

Submittals shall contain no more than fifteen (15) pages, excluding resumes and copies of licenses. The submittal shall include the following:

1. Transmittal Letter: The letter of transmittal shall be on official business letterhead and shall include the following:
  - a. A statement of the respondent's intent to participate in the contract and comply with all terms and conditions as indicated in the RFP or exceptions taken thereto.
  - b. A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
  - c. A certification statement to the effect that the person signing the submittal is authorized to do so on behalf of the respondent.
  - d. Name of the key contact person with his/her title and telephone numbers.
2. Qualifications: This section is an indication of ability to perform the required services and understanding of the purpose and scope of the proposed services.
  - a. Provide a brief description of Respondent's historical background, scope and nature of services routinely provided, and its capabilities.
  - b. Identify the type of business (corporation, partnership, sole proprietor, etc.) and license number to do business in the State of Utah.
  - c. Describe knowledge with all aspects of real estate transactions, including negotiation, purchase contracts, appraisals, and title insurance.
  - d. Provide documentation for current Utah Real Estate license as an Agent or Broker.
  - e. Describe knowledge with reading and interpreting right-of-way and property maps, deeds, engineering drawings, and blueprints.
  - f. Describe support personnel and all necessary equipment to provide the services outlined in this Request for Proposals.

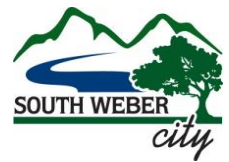


3. Experience: This section should describe the Respondent's experience on recent projects, including the individual team members' involvement on the specific projects described. Project information and plans for the identified projects should be briefly included.
  - a. Respondent should describe their familiarity with sections 10-8-2 and 78B-6-5 of the Utah Code.
  - b. Provide detailed relevant experience of similar projects which shall include name of client, contact person and current phone number, email, brief description of service performed, date of services, total contract amount, and any other pertinent information regarding the experience.
  - c. Document at least five (5) years of experience in commercial, land, industrial, and residential real estate work.
  - d. Document at least three (3) years of experience working with public entities.
4. Key Personnel and Project Team: This section should contain the following information:
  - a. Organizational chart showing the team involved including individual members, all organizations, relationships, and breakdown of responsibilities.
  - b. The percentage of the work that is expected to be performed locally. Indicate other offices/locations that might provide services along with a percentage of work to be performed at those locations.
  - c. Provide professional credentials, certifications, resumes, licenses, and experience of project team.
  - d. If any part of the work will be provided by subconsultants, state the company name and their role in projects. Consultant will be responsible for verifying the qualification and validity of all licenses or permits for any outsourced work to subcontractors.
5. Fee Proposal: The fee proposal shall include lump sum costs for:
  - a. Acquisition services per residential parcel.
  - b. Preparation of documents.
  - c. Administrative Compensation Estimate (for values under \$10,000).
  - d. Expected reimbursables rate and subconsultants mark-up rate.

Actual costs may be determined on a per project basis depending on the property type and complexity of the project.

#### **E. Oral Presentation/Interview**

As part of the evaluation process, City may elect to invite selected respondents to make oral presentations to the City and/or respond to the panel's questions. These presentations must be



made by the same project team personnel who will be assigned to the project should the Respondent be awarded the contract.

#### **F. Evaluation Criteria**

- IV. The City shall establish a selection committee that will evaluate and rate each proposal based on the criteria and weights shown below. Evaluations for each proposal will be tallied to determine the final proposal score. Highest ranking applicants will be recommended to the City Council for inclusion into the pool. Submittal of an incomplete proposal or a proposal that does not follow the instructions in paragraphs above is grounds for disqualification.
1. Transmittal Letter (5%): Complete information as requested.
  2. Qualifications (20%): Knowledge and ability of Respondent to perform the services required.
  3. Experience (20%): This category deals with the Respondent's performance on prior local projects.
  4. Key Personnel and Project Team (20%): This category deals with the education, training, and experience level of key personnel proposed, as well as previous experience working together as a team.
  5. Fee Proposal (20%): Value of Respondent's services.
  6. Optional oral presentation (15%).

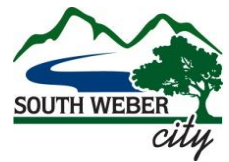
#### **V. OTHER**

##### **A. Submittal Ownership**

All proposals (and the information contained therein) shall become the property of the City. Respondents should carefully consider the items submitted before submitting items that would not be disposable to the Respondent. Submittals may be reviewed and evaluated by any person at the discretion of the City. No submittal shall be returned to the Respondent regardless of the outcome of the selection process.

##### **B. Acceptance of Proposal**

1. The City reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject for any reason, any or all submittals pursuant to this request for proposals.
2. The Respondent agrees that the City may terminate this procurement procedure at any time and for any reason, and the City shall have no liability or responsibility to the Respondent for any costs or expenses incurred in connection with this request, or Respondent's response.



**C. Withdrawal of Submittal**

The submittal may be withdrawn upon request by the Respondent without prejudice.

**D. Submittal Cost**

Cost for developing submittals and subsequent presentations are entirely the responsibility of the Respondent and shall not be chargeable in any manner to the City.

**E. Reservation of Rights**

The City reserves rights to:

1. Reject any and all submittals received in response to this RFP.
2. Waive or modify any informalities or irregularities in submittals at the sole discretion of the City, which is determined to serve the best interest of the City.
3. Request additional information or modifications from applicants prior to award if such is in the best interests of the City.
4. Use any ideas submitted in the submittals received, unless covered by legal patent or proprietary rights. Selection or rejection of the submittal does not affect this right.
5. In the event of unsuccessful contract negotiations or contract termination, enter into contract negotiations with other qualified respondents that submitted acceptable proposals.
6. Cancel or modify the terms of this RFP and or the project at any time and for any reason preceding the execution of a contract.
7. The City shall be the sole judge of the merits of the respective proposals received.

**F. Public Record**

In accordance with State Law, proposals are public record and are subject to public review upon request. However, a Respondent may request that any part of its proposal be designated a protected record and not be available for public release by complying with Utah Law, 63G-2-309(1). To do this, the Respondent must provide the City with a written claim of business confidentiality and a concise statement of the reasons supporting this claim. The information must be submitted together with the proposal to be considered.

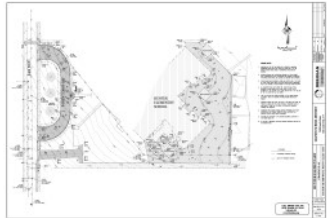


**EXHIBIT B – Response to Request for Proposals**

## Surveying / Mapping & ROW



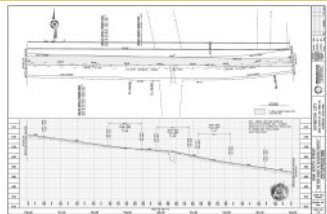
## Civil Engineering Site Design



## Utility Design & Relocation



## Roadway Design



## ROW Design & GIS

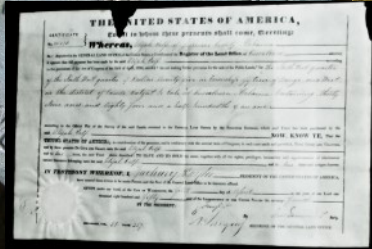


Meridian Engineering, Inc.

9217 So. Redwood Road  
Suite A  
West Jordan, Utah  
84088

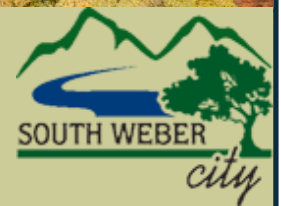
Phone: 801.569.1315  
Fax: 801.569.1319  
www.mei-america.com

# Meridian Engineering, Inc.



## SOUTH WEBER CITY

1600 East South Weber Drive, South Weber City, UT 84405



## REQUEST FOR PROPOSALS ON-CALL PROPERTY ACQUISITION SERVICES

May 18, 2020

### Acquisition & Relocation Specialists

- Acquisition Services
- Relocations (Residential)
- Relocations (Non-Residential)
- Lead Agent Services (Complex Projects)
- Lead Agent Services (Non-Complex Projects)

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## 1: Transmittal Letter

**South Weber City**  
1600 E South Weber Drive  
South Weber City, UT 84405

May 18, 2020

**Attn:** Lisa Smith, South Weber City Recorder  
**Re:** On-Call Property Acquisition Services

1. Meridian Engineering, Inc. (Meridian) is pleased to submit our qualifications for evaluation. Our staff is expertly qualified and experienced, and are prepared to support South Weber City with On-Call Property Acquisition Services.
2. In response to the RFP requirements, Meridian does hereby acknowledge our intention to participate in a contract with South Weber City, and does further stipulate and certify to the following:
3. Meridian will comply with all terms and conditions as indicated in the RFP.
4. Meridian does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
5. Darryl J. Fenn, PLS, is President and Principal owner of Meridian Engineering with full rights of signing authority for the company. Shannon Graham serves as Meridian's Right-of-Way Acquisition Manager and will serve as the RFP's primary contact.
6. Meridian's office number is 801.569.1315. This projects key contacts (Emails and Mobile Number's) are:

Primary: **Shannon M Graham, Acquisition Manager**  
Mobile: 208.559.2917 Email: sgraham@meiamerica.com

1st Backup: **Darryl J. Fenn, PLS, President**  
Mobile: 801.244.3507 Email: dfenn@meiamerica.com

2nd Backup: **Darren Williams, PLS, Northern Utah Project Manager**  
Mobile: 801.458.1891 Email: dwilliams@meiamerica.com

3rd Backup: **Tyler J. Baron, PLS, Right-of-Way Design Manager**  
Mobile: 801.673.1792 Email: tbaron@meiamerica.com

Respectfully,

Darryl J. Fenn, PLS, President  
**Meridian Engineering, Inc.**

## 2: Qualifications

### 2a. Historical Background:

Meridian was established in 1997 as a consulting engineering and surveying firm. Our headquarters was made in West Jordan, Utah, a suburb of Salt Lake City.

Our founders are still actively involved in Meridian's day-by-day operations. All are long-term or life residents of Utah.

Primarily, our organization was established to serve the transportation and right-of-way needs of UDOT and all local Utah counties and cities.

To-date; our services and expert capabilities include, but are not limited to:

Surveying and Mapping: (includes topographic, boundary, volumetrics/quantifications, construction layout, control networks, forensic, sUAS and LiDAR.)

Right-of-Way Design: (includes of research, plans, conveyance documents, ePM documentation, and monumentation.)

Right-of-Way Acquisitions: (includes of acquisitions, residential and commercial relocations, complex and non-complex lead agent projects, agent logging, ePM uploads and title prep and closing assistance.)

Utility Design & Coordination: (includes design, relocations, valuations, permitting and clash analysis.)

Civil Engineering: (includes site civil, minor structures, drainage, planning, studies, construction observation services and architectural support.)

Transportation Engineering: (includes preconstruction services, roadway and highway design, plans, specifications

and estimates, construction management services, traffic analysis and concept planning.)

#### WACOG Experience:

Meridian has experience with multiple WACOG funded projects, including 2550 North (Pleasant View), Washington Boulevard (North Ogden), Monroe Boulevard (North Ogden), 2600 North (North Ogden), 20th Street (Ogden), 3300 South (Weber County), Frontrunner North Extension (UTA and Ogden).

This experience has allowed us the opportunity to work closely with Mayors and City Council Members to address community concerns and create solutions for their projects.

We understand the difference between the UDOT process and WACOG requirements, and we will use this knowledge to ensure this project is a success.

### 2b. Organization.

Meridian Engineering is organized and incorporated as a For-Profit, "S-Corp" within the State of Utah. Our tax identification number is: 20-0497879.

### 2c. Real Estate Knowledge

Meridian has performed all aspects of the right of way process from title search through closing and final file delivery to the client.

If there are federal funds involved, all projects requiring right-of-way have multiple steps required by Federal regulations. If the sole source of project funding comes from the local municipality, acquisitions are made in accordance with state statute and regulatory processes.

However, it should be stressed that if federal or WACOG funds are involved,



governing regulations must be followed.

Typical steps leading to municipal transactions include title research/title commitments, plan production, survey, appraisal, appraisal review, prepare legal descriptions, conveyance documents, acquisition services and closing that results in a title transfer and, unless self-insured, a title insurance policy. In the unlikely event that a parcel cannot be negotiated, condemnation and expert testimony support on behalf of the client.

There are also tools in the tool shed that can be pulled out for different situations. One of those is if the agency wants to construct on a parcel before final negotiations have been complete is a Right of Occupancy Agreement.

Additionally, the use of options to purchase can be employed. These are mainly used when the agency is looking at a corridor but has not finalized plans but wishes to tie up the property.

## 2d. Real Estate Licensing and Broker Relationship:

Shannon Graham, Meridian's Acquisition Manager currently holds an active Utah Real Estate License. Her brokerage license is pending completion of state's required 30-point system of land sales.

### **BROKER'S NOTE:**

*Shannon has completed and passed the Utah Broker course work and examination.*

*However, Utah has a statutory requirement that 30 points in real estate transactions be earned in a recurring time-frame to meet the broker's qualification in Utah. The 30-points is typically gained through land sales (read: acquisitions and relocations) in Utah.*

Until these points are obtained, Meridian has entered into a relationship with Coldwell Banker. Once the

statutory points are satisfied, Shannon will become Meridian's principal broker.

## 2e. Knowledge of Right-Of-Way:

Since our inception, Meridian has been Utah's leader in planning, preparing and delivering defensible, legal, accurate and quality compliant right-of-way plans, conveyance documents and acquisition support.

Our staff, including Shannon, has expert familiarity with preparing, reading and interpreting right-of-way plans, all sorts or easement conveyance documents, myriad types of conveying deeds, permits, real-estate contracts, as all the various sorts of title work.

Additionally, being an engineering and surveying firm, all our staff are greatly familiar with reading and understanding boundary and topographic survey maps, civil engineering drawings, transportation drawings, various types of county maps, masterplans and other engineering or planning types of maps.

## 2f. Support Personnel and Equipment:

Meridian can be a full service provider, the support services for the acquisition of right-of-way would require, in-house conveyance document preparation, appraisal, appraisal review and title company subcontracting. The acquisition agent needs to have access to printers, mailings, phones and vehicles for meeting with landowners.

In support of our due-diligence and extensive experience, Meridian Engineering Inc. (Meridian) has reviewed the South Weber City (City) **On-Call Property Acquisition Services - RFP** and conducted our own

supplemental research to better understand your projects parameters. In addition, we have reviewed the City's projected growth patterns and have developed a firm understanding of the project requirements.

Meridian's review of South Weber City's General Plan Update from March 2020, indicates the additional population growth will stress the City's infrastructure and, primarily, its roads and highways. The additional capacity needs of existing elements will require expansion and replacement of roadways, utilities and other city-owned facilities. Some of which, with high probability, will need the acquisition of new properties and easements, and expansion of existing rights-of-way.

### 3. Experience

#### 3a. Utah Codes 10-8-2 and 78B-6-5:

**Title 10:** Utah Municipal Code  
**Chapter 8:** Powers and Duties of Municipalities

**Section 2:** Appropriations—Acquisitions and disposal of property...

For over 23-years, Meridian has served the needs of Utah's municipalities. It is our understanding that this code lays the groundwork for development, preparations and monitoring of annual budgets and project forecasts.

We have relied on our own and legal interpretations of this code to aid our Cities and Counties to access funding streams and appropriations to meet the needs of their infrastructures and local facilities.

Meridian has met and interacted with local and state legislators to specifically discuss and resolve project needs, we

have met the letter of the law through effective documentation and public input and hearings.

We understand the disposal of surplus project property and banked surplus properties and how it can positively impact an active projects budget.

Additionally, we fully understand the 10-8-2 provide the City's authority to enact Eminent Domain.

**Title 78B:** Judicial Code

**Chapter 8:** Particular Proceedings

**Section 2:** Eminent Domain

Meridian understands Eminent Domain is the power of South Weber City to take private properties belonging to its citizen's for public use, provided just compensation is paid the owner.

The "Fifth Amendment's" public use clause is employable to South Weber City by way of the "Fourteenth Amendment". However, the taking of property for private use or on behalf of another jurisdiction is unconstitutional.

In Utah, Eminent Domain typically is not enacted until other efforts at negotiating a transaction has failed. However, on some projects with known difficult or opportunistic landowners, a four-option letter may be sent earlier, thus placing on notice to the owner that the City is willing to pursue Eminent Domain if needed.

Eminent Domain may be needed to keep budgets and schedules in tact. Allowing the City to advertise their projects without restrictions to construction.

Condemnation support and coordination with the City's legal staff and/or Attorney General's office is part of Meridian's acquisition services.

### 3b. Relevant Experience:

In relation to the 78B-6-5 Shannon worked for the Idaho Transportation Department and Ada County Highway District. In both positions, part of Shannon's duties was to handle all the dispositions of properties, vacations and acquisitions. The state statutes between Idaho and Utah are very similar and she can rely on the Utah Codes and South Weber's rules to guide her through those that are different.

For 10-8-2, Roughly 95% of the projects that Shannon has worked on for her career in right of way has been working with either direct federal projects or projects that are federally funded. She is an expert in her field, which while that includes acquisitions of rights of way, it also includes many of the other disciplines that pertain to the Uniform Act. All of the projects listed within this proposal whether they are direct or federal aid, follow the same federal guidelines and FHWA oversight. Since 1998, Shannon has worked almost exclusively on projects under **threat of eminent domain**, leading both small and large teams through very complex issues.

#### **18<sup>th</sup> Street to American Legion: City of Mountain Home**

This project had 27 parcels, dealing with Commercial, Industrial, Residential, Public Utility Relocations, Special Purpose Properties (2 Schools and a Church) and Vacant Land. There was little funding for the project, so the client wished for Shannon to attempt to get the properties donated. With the exception of 3 properties, they were all donated. Shannon did all presentations before the City Council and worked with the City to get appropriate federal aid funding through the State. All parcels were delivered with no condemnations.

Reference: Rich Urquidi, Ph. 208.587.2108, Email: [ruquidi@mountain-home.us](mailto:ruquidi@mountain-home.us)

Statistics: Year 2017-2019 Fee \$165,000

#### **Northern Utah County Mitigation Bank: UDOT**

This project was for the purpose of creating mitigation credits for all of the Access Utah County and i-15 projects. Shannon was tasked with negotiating and clearing all of the property for the banking site. The project initially didn't seem complex, but turned out to be one of the most complex projects she has ever completed. The site was surrounded by multiple different utilities, Rocky Mountain Power, UPRR, and County gas and sewer lines. It also was next to Timpanogos Sewer District and Northern Utah County Transfer Station. Shannon worked directly with all of the Utilities, Utah County, Timpanogos, Transfer Station, Pleasant Grove, Saratoga City, Utah County, UDOT and the Army Corps of Engineers to bring the project to a close. This was a multi-year project that included purchase of right of way, trading of right of way, relocation of a business and purchase of the remainder properties.

Reference: Ray Bennett, Ph. 801.633.6245, Email: [raymondbennett@utah.gov](mailto:raymondbennett@utah.gov)

Statistics: Year 2012-2017 Fee \$1,000,000



### 3c. Commercial, Land, Industrial and Real Estate Work (5-Years):

#### ACCESS UTAH - UDOT REGION 3

Shannon Graham, Assistant Program Manager, Lead Agent

PROJECT	PARCELS	WORK PERFORMED
Springville SR-77	Team: 27 parcels, 3 relocations (2 residential and one non-complex partial relocation). Shannon: 15 parcels raw land 2 parcels residential 7 parcels commercial 3 parcels industrial	Fast-paced design-build project. Properties were cleared as they were acquired and relocated. All property was cleared on time.
Pioneer Crossing	Shannon: 6 complex residential and non-residential relocations (mink farm, junk yard, horse property with an arena that was operated as a business, billboards and cell tower) 2 non-complex total residential relocations 100 acquisitions 60 appraisal waivers Parcels were Commercial, Industrial and Residential.	Extremely accelerated design-build project with multiple relocations and very complex acquisitions.  Multiple parcels had to be acquired using Possession Agreements due to the time constraints.  All property was cleared without causing contractor delays
Northern Utah County Mitigation Bank: Identified in 2007 for a possible location to support all of the AUC projects	Shannon: 11 acquisition parcels 1 business relocation Shannon acquired all the right of way and relocation for this project. All parcels were zoned some form of commercial or jurisdictional wetlands.	Shannon worked with the project team, UDOT, the Army Corps of Engineers, Timp. Sewer District, Utah County Public Works, the City of Saratoga, the City of PG, the City of AF, Northern Utah County Waste Transfer Station & others. This was a coordinated effort to relocate a road, utilities, & connections to I-15, on 3 tier proper-ties so the bank site would be amicable to all agencies. There were private property owners & a landscape business that needed relocation. Property was done under possession agree-ments & later cleared so construction could be completed on time, this was also the location of Starline Properties LLC.
Geneva Road	Team: 75 parcels Shannon: Acquired roughly 25 parcels and worked on 2-partial relocations and 1-non-complex business relocation and 1-complex business relocation of a junk yard. Shannon also acquired all of the local agency parcels. The parcels were roughly 75% Industrial, 10% Commercial and 15% Residential properties.	Extremely accelerated design-build project with multiple relocations and very complex acquisitions.  Multiple parcels had to be acquired using Possession Agreements due to the time constraints. All property was cleared without causing contractor delays

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Vineyard Connector	Shannon: 12 parcels were acquired. The parcels were mostly vacant land of either commercial, industrial or residential properties.	Corridor preservation project that AUC did to acquire as many parcels as possible within a set budget. Vineyard Connector affected the mitigation bank access to several properties, and Shannon worked with the landowners in the bank site to resolve all those issues.
SR-92; Timp. Hwy	Shannon: 45 Appraisal Waivers	This was an accelerated project schedule/design build. Shannon's role was to QA/QC every file that went out the door and to provide all of the appraisal waivers for UDOT.
Reference:	Bryan Adams      Ph. 801.360.4451      Email: <a href="mailto:bryanadams@utah.gov">bryanadams@utah.gov</a> Dan Avila      Ph. 801.367.2435      Email: <a href="mailto:danavila@utah.gov">danavila@utah.gov</a> Ray Bennett      Ph. 801.633.6245      Email: <a href="mailto:raymondbennett@utah.gov">raymondbennett@utah.gov</a>	

Statistics: Years 2007 - 2016    Contract Total: \$9,000,000

**ADA COUNTY HIGHWAY DISTRICT (ACHD)**  
**Shannon Graham, Right-of-Way Project Manager and Lead Agent**

PROJECT	PARCELS	WORK PERFORMED
ACHD Relocation Services, Boise	8 relocations; 2 business 6 residential	Assisted ACHD with all their relocation services for 5 years. All were relocated on time and within budget.
Ustick Road Widening; Boise	136 Parcels The project had Residential, Commercial, Industrial, Special Purpose Properties. Also multiple utility relocations.	Complex  Ada County Highway District is the largest condemning agency in Idaho.  Per year, they acquire ~450 parcels and relocate ~10 residential and non-residential properties.
Locust Grove Grade Separation; Boise	17 Parcels The project had Residential, Commercial, Industrial, Special Purpose Properties. Also multiple utility relocations.	Non-Complex The projects mentioned were performed over 3 years.

Continued on next page:

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Locust Grove Franklin to Fairview; Boise	22 Parcels The project had Residential, Commercial, Industrial, Special Purpose Properties. Also multiple utility relocations.	Non-Complex	Ada County Highway District is the largest condemning agency in Idaho.
3-Cities River Crossing; Boise, Eagle and Star	16 Parcels The project had Residential, Commercial, Industrial, Special Purpose Properties. Also multiple utility relocations.	Complex	Per year, they acquire ~450 parcels and relocate ~10 residential and non-residential properties.
Overland Road, Topaz to Cloverdale; Boise	7 Parcels The project had Residential, Commercial, Industrial, Special Purpose Properties. Also multiple utility relocations.	Non-Complex	The projects mentioned were performed over 3 years.

Reference: Dave Sertter Ph. 801.915.4209 Email: [dserdar@achdidaho.org](mailto:dserdar@achdidaho.org)

Statistics: No Contract Value, Employed with Ada County Highway District

**CITY OF NAMPA**  
**Shannon Graham, Right-of-Way Project Manager & Lead Agent**

PROJECT	PARCELS	WORK PERFORMED	COMPLEXITY
Happy Valley Roundabout ROW Acquisition Canyon, County, ID	8 assigned 1 relocated	Full ROW services on behalf of the City of Nampa for a roundabout that re- placed a four-way intersection with a high accident rate on the corner of Happy Valley and Greenhurst Roads. All parcels were Commercial..	The intersection is surrounded by commercial property and is too small to be signalized.  Relocation of irrigation easement

Reference: Michael Fuss Email: [fussm@cityofnampa.us](mailto:fussm@cityofnampa.us)

Statistics: Year 2016, Contract Fee: \$95,000

**WESTERN FEDERAL LANDS (FHWA)**  
**Shannon Graham, ROW Project Manager & Lead Agent**

PROJECT	PARCELS	WORK PERFORMED
Warren Wagon Road Valley County, Idaho	Shannon acquired 11 parcels. All parcels were rural residential.	Widen sharp curve for visibility & provide waterways under all approaches so the road wouldn't wash out in the harsh winters.

Reference: Richard Vanderbeek Ph. 360.619.7700 Email: [richard.vanderbeek@dot.com](mailto:richard.vanderbeek@dot.com)

Statistics: Years 2017 - 2018, Contract Fee: \$100,800

## CITY OF ABERDEEN - AIRPORT

**Shannon Graham, ROW Project Manager & Lead Agent**

PROJECT	PARCELS	WORK PERFORMED
Aberdeen Land Acquisition Bingham County, Aberdeen, Idaho	Shannon There were 4 parcels acquired. All parcels were considered Agricultural.	Preparation of all offer packets and documents of transfer, negotiations, title review, and preliminary appraisal review of parcels.  Final negotiations and submittal to FAA to obtain the grant for the City, and final closing of parcels.  Upgrading aircraft safety requirements at Aberdeen Municipal Airport. This requires the width of the runway safety area to be more than double for compliance with FAA requirements for GPS capabilities.

Reference: Lillian Bowen Ph. 208.914.8242 Email: [lillian.bowen@jviation.com](mailto:lillian.bowen@jviation.com)

Statistics: Years 2011 - 2012, Contract Fee: \$65,000

## CITY OF DRIGGS - AIRPORT

**Shannon Graham, ROW Project Manager & Lead Agent**

PROJECT	PARCELS	WORK PERFORMED
Runway and Parallel Taxiway Driggs, Idaho	7 Parcels. All parcels were vacant land Commercial	New runway, parallel taxiway, and connectors to upgrade the existing B-II to C-II category.  To accommodate increased safety distances and profile corrections the runway, has been shifted with a total redesign of all profiles and grading.

Reference: Lillian Bowen Ph. 208.914.8242 Email: [lillian.bowen@jviation.com](mailto:lillian.bowen@jviation.com)

Statistics: Years 2012 - 2013, Contract Fee: \$110,000

## CITY OF WEISER - AIRPORT

**Shannon Graham, ROW Project Manager & Lead Agent**

PROJECT	PARCELS	WORK PERFORMED
Weiser Land Acquisition Weiser, Idaho	7 Parcels. All parcels were Agricultural	Preparation of all offer packets and documents of transfer, negotiations, title review, and preliminary appraisal review of the three parcels. Completed the final submittal to FAA for closing of the parcels. City up-grade for aircraft safety requirements at the Weiser Municipal Airport in Washington County. This requires the width of the runway safety area to be more than doubled to be in compliance with FAA requirements for GPS capabilities.

Reference: Lillian Bowen Ph. 208.914.8242 Email: [lillian.bowen@jviation.com](mailto:lillian.bowen@jviation.com)

Statistics: Years 2013 - 2014, Contract Fee: \$90,000

### 3d. Public Entity Work (3-Years):

#### SHOSHONE COUNTY (IDAHO) PUBLIC WORKS DEPARTMENT

##### Shannon Graham, Right-of-Way Project Manager & Lead Agent

PROJECT	PARCELS	WORK PERFORMED
Shoshone County Enaville Bridge Replacement and West Fork Pine Creek Bridge	19 Parcels 1 business relocation	Coordinated several land trades that made both parties negotiate agreement quicker.  There were parcels that were timber, commercial, residential, vacant land forest service.  Shannon came up with and executed a plan with the County of Shoshone, UPRR, Idaho Dept. of Lands, Idaho Dept. of Parks & Rec., and FHWA to save the city money and allow the project to be built on time and within budget.

Reference: Susan Hendrickson Ph. 208.753.5475

Statistics: Years 2011 - 2012, Contract Fee \$145,000

#### USACE, WALLA WALLA DISTRICT

##### Shannon Graham, ROW Project Manager & Lead Agent

PROJECT	WORK PERFORMED	COMPLEXITY
Eagle Island Envr. Restoration Project Eagle, Idaho	Real Estate Plan Report and Envr. Assessment (EA) for Eagle Island Restoration on the Boise River, 15 miles downstream of Lucky Peak Dam	Improve aquatic, wildlife habitat while improving floodplain function. Supply Congress with the real estate impacts, cost and objectives to be ratified.

Reference: Mike Murray, Ph. 208.484.4688 Email: [mike.murray@hdrinc.com](mailto:mike.murray@hdrinc.com)

Statistics: Years 2015 - 2017, Contract Fee: \$110,000

#### CITY OF MOUNTAIN HOME & IDAHO TRANSPORTATION DEPARTMENT

##### Shannon Graham, Right-of-Way Project Manager & Lead Agent

PROJECT	PARCELS	WORK PERFORMED
18th Street American Legion Mountain Home, Elmore County, ID	27 total parcels. The parcels ranged from Residential, Commercial, Vacant Land, Special Purpose, and Industrial.	Acquisition by Eminent Domain:  Several parcels donated due to limited funding. All parcels acquired on time, within budget and with no condemnations

Reference: Rich Urquidi Ph. 208.587.2108

Statistics: Years 2017 - 2019, Contract Amount \$135,000

## BONNEVILLE POWER ADMINISTRATION – IDAHO: 300 Parcels

Shannon Graham, ROW Project Manager & Lead Agent

PROJECT	LOCATION	WORK PERFORMED
Transmission Line and Substation	Hooper Springs	These projects range from total rebuilds to entirely new transmission lines, for the purpose of redundancy in the nations federal power grid.  They were very controversial projects that involved working closely with the Governor and several State Senator's offices on a daily basis.  Shannon worked with local municipalities and stakeholders to get these projects built with no condemnations.
Transmission Line Rebuild	Palisades-Swan Valley	
Transmission Line Rebuild	Palisades to Goshen, Idaho Falls	
Transmission Line Rebuild	Black Canyon, Emmett	
Transmission Line Rebuild	Goshen to Drummond	
Transmission Line Rebuild	Communication Sites Statewide	
Radio and Substations Sites	Communication Sites Statewide	

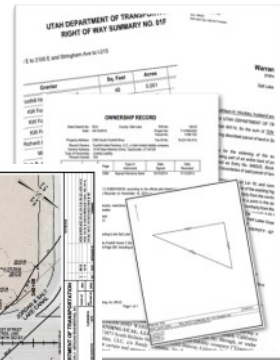
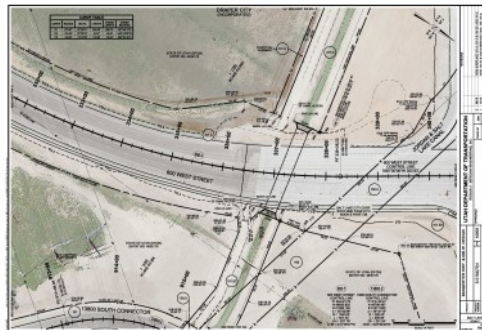
Reference: Joe Cottrell II Ph. 509.528.4185 Email: [jecottrell@bpa.gov](mailto:jecottrell@bpa.gov)

Statistics: Year 2015 - 2018, Contract Amount: \$5,900,000

### VALUE ADDED OPTIONS

As an option to South Weber City, Meridian's business model is inclusive of all aspects of right-of-way design and acquisitions. We conduct our own land surveys to establish evidences of occupation. We perform our own re-research to determine vested title ownership and establish existing rights-of-way. We develop our own plans and maps of existing conditions. Based on the existing conditions maps coupled with the City's needs, we determine partial or total takes, slope and utility easements, prepare deed and easement documents, and deliver the same to the acquisition agents.

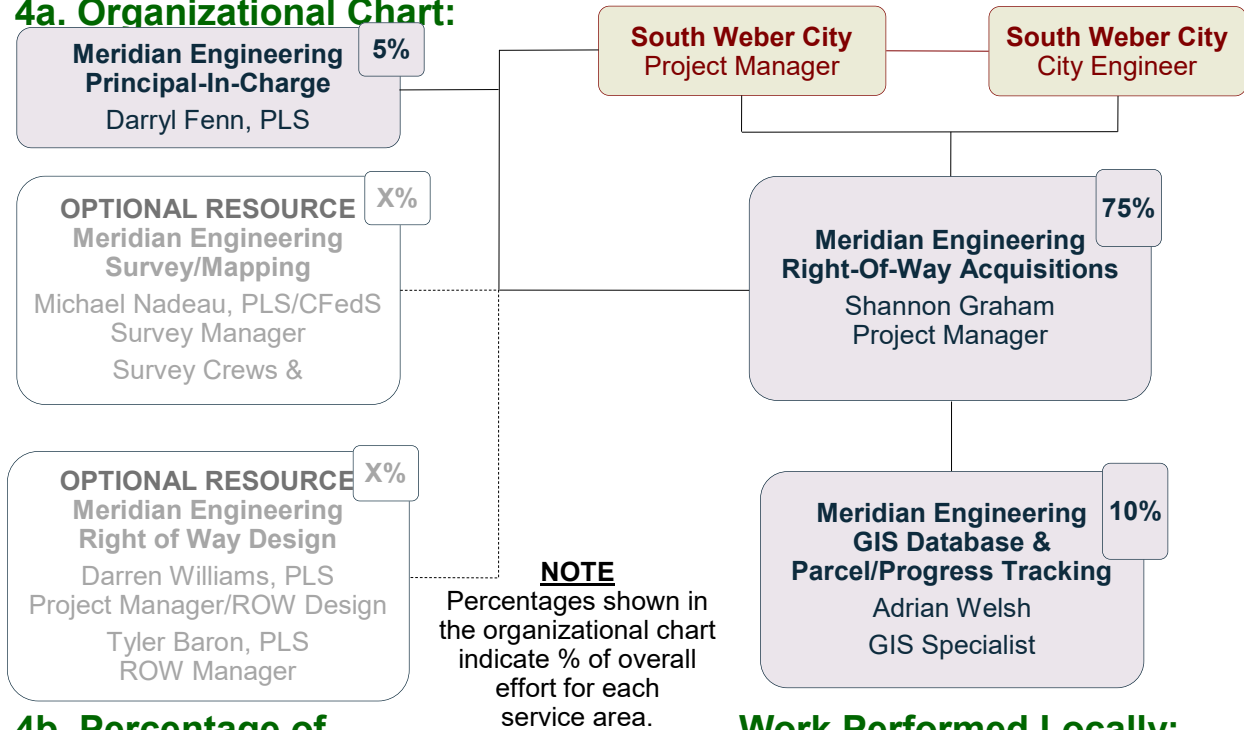
Typically very helpful to the City, Meridian integrates GIS status tracking and conformance tracking for each parcel within the project.



Meridian keeps your project moving forward efficiently and affectively toward a successful completion.

## 4: Key Personnel and Project Team

### 4a. Organizational Chart:



### 4b. Percentage of

### Work Performed Locally:

Shannon Graham, Meridian's Project Manager, shares residence between Salt Lake City and Boise, Idaho. She has performed numerous right-of-way acquisition projects within Utah and has not had an issue to provide our client's with the same level of care they should expect from Meridian.

Specific to this proposal, we anticipate 100% of corporate oversight, GIS support, appraisal support, any listed "optional" support services, and any needed subconsultants will be local individuals or firms. Additionally, and in consideration of Shannon Graham's current workload, Meridian anticipates Shannon will complete 65% of her time locally working on South Weber City's On-Call Property Acquisition projects.

Individual	Company	Percentage of Representative Work Load	Office Location of South Weber Work
Shannon Graham Acquisition Manager	Meridian Engineering	75%	100% Salt Lake City
Darryl Fenn, Principal-In-Charge	Meridian Engineering	5%	100% Salt Lake City
Adrian Welsh GIS Specialist	Meridian Engineering	10%	100% Salt Lake City
Robert Hickman Title Specialist	Meridian Engineering	10%	100% Salt Lake City
Appraisal Services (If Needed)	Subconsultant	10%	100% Utah Business's



## 4c. Credentials, Certifications and Licenses:

Shannon Graham:

### Licenses:

Utah Real Estate License	License No. 11668660-SA00
Idaho Real Estate License	License No. SP21451
Washington Broker License	License No. 132499

### Membership:

International Right-of-Way Association	Member No. 8242
IRWA Chapter 64	President 2018-2019

### Education:

Boise State University	Communications and English
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Supporting Staff:

Employee:	Position:	Licenses:
Darryl Fenn, PLS	ROW & Survey Principal In Charge	Utah: 172851 Idaho: 7482 New Mexico: 11818 Arizona: 26053
Darren Williams, PLS	ROW Design Lead, Northern Utah Projects Manager	Utah: 4975981
Tyler Baron, PLS	ROW Design Manager	Utah: 7281045
Adrian Welsh	ROW, GIS Specialist	MS: Geography Utah GIS Certified
Brad Mortensen, PE/PLS	QC-QA Manager, ROW Projects	Utah PE & PLS: 271154
Robert Hickman, PLS	ROW Title Specialist	Utah: 11197258
Kyle Turner, PLS	ROW, sUAS Support	Utah: 7820824

## 4d. Subconsultants:

If needed, in support of Meridian, we propose the following specialty services:

Company:	Position:
Todd Hopkins	(Utah) WSP USA Complex Appraising Services
Eric Van Drimmelen	(Utah) Van Drimmelen & Associates Residential Appraising Services
Troy Lunt	(Utah) Integra Realty Resources Appraisal Review Services

## 5: Fee Proposal

Meridian proposals the following fee per structures on a per parcel basis. Provided fees are set on an assumed average parcel complexity.

Please note: Parcel acquisitions and relocations complexities vary between residential and non-residential type ownerships.

Parcel fees are firm for the year given. However, cost of living, employee evaluations and subconsultant services may change. As such, Meridian respectfully reserves requests the right to annually renegotiate fees.

### 5a. Acquisition Services Per Parcel:

Meridian proposes an acquisition services fee per parcel of: **\$2,900.**

### 5b. Preparation of Documents:

Meridian proposes a document preparation fee per parcel of: **\$575.**

NOTE: Document preparation is relative to execution of documents needed for title transfers and closing. This does not include right-of-way design, plan sheets, creation of legal descriptions.

### 5c. Administrative Compensation Estimate:

Meridian proposes an administrative compensation fee per parcel of: **\$625.**

### 5d. Expected Reimbursable Rate and Subconsultant Mark-Up Rate:

Meridian's expected reimbursable rates include:

- a. Federal Acquisitions Regulation, 31.205-46 Travel Mileage: **\$0.58/per mile.**
- b. Mailings: **Cost with 0% mark-up.**
- c. Subconsultant mark-up rate: **Cost with 0% mark-up.**

## Appendix A: Insurance

Please see below, Meridian's certificate of insurance naming South Weber City as an additional insured. Our insurance exceeds the RFP requirements.



MERIENG-01

SBARKER

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111		<b>CONTACT NAME:</b> Shauna Barker <b>PHONE (A/C, No, Ext):</b> (801) 364-3434 643 <b>FAX (A/C, No):</b> (801) 355-5234 <b>E-MAIL ADDRESS:</b> Shauna.Barker@american-ins.com		
<b>INSURED</b> Meridian Engineering, Inc. 1628 West 11010 South South Jordan, UT 84095		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Travelers Indemnity Company		25658
		INSURER B : Charter Oak Fire Ins Co		25615
		INSURER C : Travelers Prop Cas Co of America		25674
		INSURER D : Farmington Casualty Company		
		INSURER E : XL Specialty Insurance Company		37885
INSURER F :				

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			6802J327129	6/26/2019	6/26/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA3A893775	6/26/2019	6/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3A898617	6/26/2019	6/26/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB6K546778	6/26/2019	6/26/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
E	Prof Liab Claim Made			DPR9945549	7/23/2019	7/23/2020	Per Claim 2,000,000
E	Retro Date 7/23/97			DPR9945549	7/23/2019	7/23/2020	Aggregate Limit 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project: On-Call Property Acquisitions Services, Project No. 20103

## CERTIFICATE HOLDER

## CANCELLATION

Pleasant View City 520 W. Elberta Drive Ogden, UT 84414	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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## Appendix B: Key Resume's

### Shannon McNamara Graham

Lead Agent, ROW Project Manager



#### EDUCATION

**Communications**  
Boise State University

#### REGISTRATIONS

**Real Estate Broker**  
-Utah *pending*  
-Washington #132499  
-Idaho #SP21451  
**Notary License**  
-Idaho

#### AFFILIATIONS

International Right-of-Way  
Association (IRWA),  
President Chapter 64,  
2018-2019, Member #8242



Shannon has more than **27 years of experience** in the real estate and right-of-way (ROW) industry. She is a successful project manager and relocation agent for all types of ROW, serving as project manager on small and large projects including seven major design-build projects.

Shannon has an impeccable record for dealing with difficult projects and has successfully worked with stakeholders, federal entities and state and local officials. She has worked on roadway, FAA, and transmission line projects and has served as an expert witness on several major condemnation cases. She has assisted Ada County Highway District (the largest condemning agency in Idaho) with all their relocation services the past 5 years. She has worked with more than a dozen local municipalities in Utah and Idaho as Title Agent, Acquisition/Condemnation Agent, and Relocation Agent.

#### Relevant Experience

##### Springville SR-77

**Summary:** Fast-paced design-build project. Properties were cleared as they were acquired and relocated. All property was cleared on time.

**Project Elements:** 27 parcels, 3 relocations (2 residential & 1 non-complex relocation).

##### Pioneer Crossing

**Summary:** Accelerated design-build project with multiple relocations and very complex acquisitions.

**Project Elements:** 6 complex residential & non-residential relocations, 2 non-complex residential relocations, ~100 acquisitions, 60 appraisal waivers

**Considerations:** Multiple parcels had to be acquired using Possession Agreements due to the time constraints.

##### Northern Utah County Mitigation Bank

**Summary:** Coordinated effort to relocate a road, utilities, & connections to I-15, on 3-tier properties.

**Coordination:** UDOT, the Army Corps of Engineers, Timp. Sewer District, Utah County Public Works, the City of Saratoga, the City of PG, the City of AF, and others

**Project Elements:** 11 acquisition parcels, 1 business relocation

**Considerations:** Property was done under possession agreements and later cleared so construction could be completed on time

##### Geneva Road

**Project Elements:** Shannon acquired roughly 25 parcels & worked on 2-partial relocations, 1-non-complex business relocation & 1-complex business relocation. Shannon also acquired all the local agency parcels for consistency.

**Considerations:** Accelerated project schedule

##### Vineyard Connector

**Summary:** Corridor preservation project that AUC did to acquire as many parcels as possible within a set budget. Vineyard Connector affected the mitigation bank access to several properties, and Shannon worked with the landowners to resolve those issues.

**Project Elements:** 12 parcels were acquired



## Darryl J. Fenn, PLS, President

Principal-In-Charge: Surveying, Right-of-Way Design & Right-of-Way Acquisitions



### EDUCATION

#### Mathematics

Utah Technical College

### REGISTRATIONS

#### Professional Land Surveyor

- Utah No. 172851
- Idaho No. X
- New Mexico No. X
- Arizona No.

### AFFILIATIONS

- Utah Council of Land Surveyors (UCLS)  
Past Chairman
- Western Federation of Land Surveyors (WFED), Past Utah State Representative
- National Society of Professional Surveyors (NSPS), Member
- American Council of Civil Engineers (ACEC)



As President of Meridian Engineering, Mr. Fenn's days are filled with administrative and executive duties. As Meridian's Administrative Executive, he has 20 plus years of progressively responsible experience supporting multiple inhouse professionals and outside consultants. Mr. Fenn has strong organizational skills and an ability to manage multiple competing priorities and projects with attention to detail. He interacts with a variety of disciplines while remaining effective with fast-paced, multifaceted project environments with demanding workloads.

Mr. Fenn's technical career started in 1979. From then until now, he has developed and grown into one of the most respected professionals in Utah and the Intermountain West's consulting industry, operating Meridian Engineer, Inc. a multi-disciplined consulting engineering firm with Civil, Transportation, Surveying, and Right-of-Way Design / Acquisitions divisions.

In addition to executive demands, he performs as a Principal-In-Charge and/or a Senior Project Manager on various projects ranging from interstate highways, to local community projects.

In addition to administrative, managerial and project management obligations, Mr. Fenn maintains technical involvement in projects. Within the past three (3), he has been involved with the roadway/right-of-way on five (5) large UDOT projects. These include: *Mountain View Corridor from SR-73 in Lehi to I-80 in Salt Lake City; 9000 South from Bangerter Highway to 4800 West; 5600 West between 7800 South and 8600 South; I-15, 10600 South Interchange, and Salt Lake International Airport Reconstruction.*

His personal experience in all aspects of preconstruction design, boundary and surveys coupled with extensive experience as an expert witness using statutory and case laws afford Meridian's client base expert direction which, in turn, offers UDOT, Local Governments, Architects, and other design professionals' peace-of-mind in knowing their projects are well represented and cared for.

### Relevant Experience

- **Mountain View Corridor, SR-73 in Lehi to I-80 in Salt Lake City**
- **North Ogden City**
  - Monroe Boulevard
- **SR-26 (Riverdale Road), 1900 West to Washington Blvd**
- **I-15, 11000 South to 600 North, Salt Lake Valley**
- **SR-89/US-91, Smithfield City to Idaho**
- **Kennecott Utah Copper:**
  - Tailings Modernization
  - Union Pacific Railroad Relocation
- **US-89 Reconstruction:**
  - Smithfield to Idaho State Line
  - Oregon Short line Right-Of-Way Retracement
- **Architects:**
  - FFKR, Salt Lake City Temple As-Built for Seismic Upgrades
  - NEXUS, ARUP Campus
  - JACOBY, Utah Valley Deaf and Blind School
- **Salt Lake City International Airport**
  - Reconstruction

## Darren Williams, PLS

Northern Utah Survey and Right-of-Way Project Manager



### EDUCATION

AAS Surveying  
Salt Lake Community  
College  
2010

### REGISTRATIONS

Professional Land Surveyor:  
• Utah #4975981

### AFFILIATIONS

Utah Council of Land  
Surveyors (UCLS)



Mr. Williams is a Professional Licensed Land Surveyor with over 11-years of active experience and a proven ability to manage small and large projects for clients ranging from the Utah Department of Transportation (UDOT), local municipalities, to local School Districts. Darren clearly defines a projects strategic objective and focuses on maintaining a high level of quality at all times. His discipline-related experience includes management of engineering and roadway design surveys, post processing of field data including surface creation, right-of-way design, construction staking, and preparation of subdivision and record of survey plats.

### Relevant Experience

**WACOG—Washington Blvd. Widening; 2600 North to Mountain Road (North Ogden, UT):** Project Manager, responsible for right-of-way design services in direct support of the design and widening of Washington Boulevard between 2600 North Street and Mountain Road. Researched existing right-of-way lines and property deeds for project area, developed existing right-of-way property map and property ownership spreadsheet, develop right-of-way design and GIS right-of-way map, and prepared right-of-way summaries, including ownership records, right-of-way plan sheets, and legal descriptions for right-of-way takes and easements.

**WACOG—Monroe Blvd.; 1500 North to 3100 North (North Ogden, UT):** Project Manager, responsible for providing survey and right-of-way design services in direct support of the design, widening, and extension of Monroe Boulevard between 1500 North Street and 3100 North Street. Meridian established survey control and prepare Survey Control Diagram, full design survey and prepare Survey Control Diagram, full design survey and prepare Digital Terrain Model (DTM) of the existing surface, developed existing right-of-way/property matrix and new right-of-way takes and easements affecting 34 separate ownership parcels. Prepared a final Record of Survey to file with the Weber County Surveyor's Office.

**WACOG—2550 North; Safe Route to School (Pleasant View, UT):** Right-of-Way Designer, provided right-of-way design, legal descriptions/ document preparation and preparation of right-of-way maps to assist the city in creating a safe route to Majestic Elementary School.

**WACOG—20th Street Roadway Improvements (Ogden, UT):** Provided surveying, utility location, and right of way services for the reconstruction of 20th Street in Ogden between Washington Boulevard and Wall Avenue. Right of way efforts included determining the existing right of way for the entire project and right of way design for 6 parcels that involved right of way takes and easements. This project was completed while employed at Caldwell Richards Sorensen (CRS).

**200 East; 1400 North to Hyde Park Lane & 2200 North to North Logan Boundary (North Logan & Hyde Park, UT):** Right-of-Way Designer, developed existing right-of-way parcel matrix and worked with engineering design team to identify right-of-way impacts and right-of-way design. Prepared all right-of-way maps, plans, and legal descriptions necessary for right-of-way takes and easements affecting approximately 50 parcels to support right-of-way acquisition.



## Tyler J. Baron, PLS

Right-of-Way Division Design Manager



Tyler is a Professional Land Surveyor with over **27 years of experience** in survey and right of way (ROW) design. Tyler mentors and manages Meridian's ROW Design Team and has helped develop UDOT ROW policy and standards. He has led Meridian's Mountain View Corridor efforts, 5600 West in Salt Lake City, and US-89 from 9000 South to 10600 South in Salt Lake County. Tyler has assisted UDOT in performing Consultant reviews of documents. He has worked on and delivered some of the largest and most complex projects in the state's history. His expertise includes:

- Right-of-Way Design
- Document Research & Analysis
- Quality Control/Quality Assurance
- Project Management & Coordination
- Control & Cadastral Surveys
- ALTA/ACSM Land Title Surveys
- Land Boundary Surveys
- Design Surveys

### Relevant Recent Experience:

#### Mountain View Corridor in Salt Lake and Utah Counties

Lead Right of Way Design for approx. 15.7 miles of a new freeway along the West side of Salt Lake Valley and North/South in Salt Lake and Utah Counties. Provided supplemental surveying, ROW permitting, new legal descriptions, new ROW Markers, and special exhibits to support major utility relocations, such as Kern River Gas and PacifiCorp. This project has consisted of several hundred parcels and preparation/review of over 2,000 documents.

#### SR-201; 7200 West to 8000 West, South Frontage Road

Led ROW efforts for the new frontage road along the south side of SR-201. Researched the current ownership along route and provided all documents and plan sheets needed for acquisition to UDOT. As part of this project we worked with Salt Lake County to determine the county line between Salt Lake and Tooele, for future construction on SR-201.

#### SR-172: 5600 W. Railroad Crossing

Provided extensive research for the history of 5600 West and the Union Pacific Railroad crossings. This helped both UDOT and the Railroad come to quick decisions in the route and design for the widening of 5600 West.

#### SR-68 (Redwood Road); Bangerter Highway to 12600 South

Enabled an accelerated project delivery by developing a GIS parcel map that was utilized by the contractor, the real estate agents, and the Right of Way team to identify and track existing topography, ownership and right of way. This provided "real-time" updates from the office to the field and helped reduce risk within the project.

#### 3500 South Easements for Rocky Mountain Power

Collaborated with West Valley City, Rocky Mountain Power, and UDOT in the relocation of RMP's utility line along 3500 South, near 5600 West. Researched and plotted the location of existing RMP rights. Provided release of easement documents, vested rights utility agreements with UDOT, and new easements on private property.

### EDUCATION

IRWA Right-of-Way  
Courses

Numerous Continuing  
Education Classes

### REGISTRATIONS

Professional Land Surveyor:  
• Utah No. 7281045

### AFFILIATIONS

-Utah Council of Land  
Surveyors (UCLS)  
-National Society of  
Professional Surveyors  
(NSPS)  
-International Right-of-Way  
Association (IRWA-Utah)





## Appendix C: Certifications and Licenses

### CREDENTIALS / LICENSES

Shannon M. Graham, Senior ROW Project Manager & Lead Agent:

#### IRWA, NHI-FHWA & REAL ESTATE CURRENT COURSE HISTORY (Courses Taken Newer Than 5-Years)

COURSE	NAME	CODE	COMPL'N	GRADE	CREDIT
100IV	Principals of Land Acquisitions- International	160520100	3/16/2020	Passed	32
103	Ethics and the Right-of-Way Profession	103	3/16/2020	Passed	8
104	Standards of Practice for the Right-of-Way Professional	104	3/16/2020	Passed	8
105	The Uniform Act Executive Summary	105	4/15/2019	Passed	8
200	Principles of Real Estate Negotia- tion	200	2/24/2020	Passed	16
205	Bargaining Negotiations	205	2/24/2020	Passed	16
501	Residential Relocation Assistance	501	3/16/2017	Passed	16
505	Advanced Residential Relocation Assistance	505	12/08/2017	Passed	8
NHI	Local Public Agency Real Estate Assistance	FHWA-NHI- 14047	3/25/2020	Passed	6
NHI	Real Estate Acquisition under the Uniform Act: An Overview	FHWA-NHI-	3/25/2020	Passed	6
Real Estate	Utah Real Estate License	Real Estate Agent	3/16/2020	Passed	License 11668660- SA00

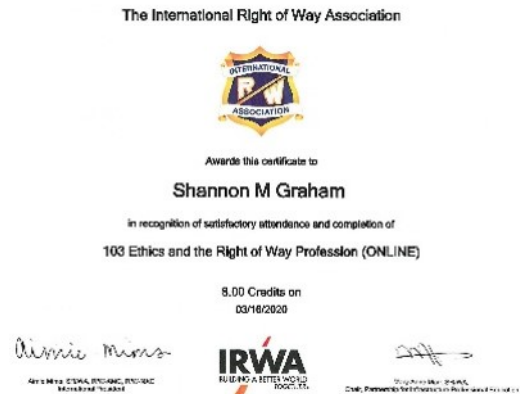
#### IRWA PREVIOUS COURSE HISTORY

COURSE	NAME	CODE	COMPL'N	GRADE
100	Principles of Land Acquisitions	100	1/29/2001	Passed
403	Easement Valuation	140919403	9/19/2014	Passed
421	The Valuations of Partial Acquisitions	120120421	1/20/2012	Passed
500	Uniform Relocation Assistance Act	500	9/27/2000	Passed
603	Understanding Environmental Contamination In Real Estate	140424603	4/24/2014	Passed
604	Environmental Due Diligence and Liability	140425604	4/25/2014	Passed
801	United States Land Titles	801	4/17/2002	Passed
804	Skills of Expert Testimony	131010804	10/10/2013	Passed
901	Engineering Plan Development and Application	901	3/27/2003	Passed

**Shannon Graham's  
CURRENT CREDENTIALS & LICENSE (Current within 5-Years)  
IRWA Certificates & Utah Real Estate License:**



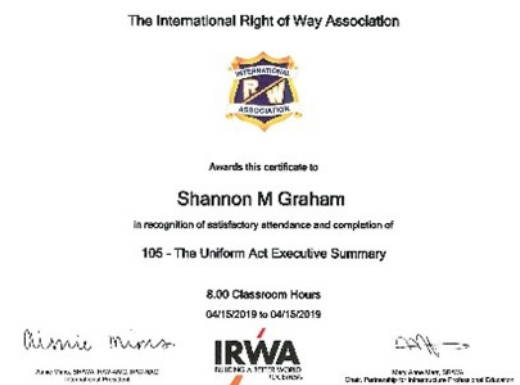
**IRWA Course 100**



**IRWA Course 103**



**IRWA Course 104**



**IRWA Course 105**



IRWA Course 200



IRWA Course 205



IRWA Course 501





IRWA Course 505



NHI-FHWA Course 141045



NHI-FHWA Course 141047

<b>STATE OF UTAH</b>	
<b>DEPARTMENT OF COMMERCE</b>	
<b>DIVISION OF REAL ESTATE</b>	
<b>ACTIVE LICENSE</b>	
DATE ISSUED:	03/16/2020
EXPIRATION DATE:	03/31/2022
LICENSE NUMBER:	11668660-SA00
LICENSE TYPE:	Sales Agent
ISSUED TO:	SHANNON GRAHAM
	1628 W 11010 S
	SUITE 102
	SOUTH JORDAN UT 84095
	
SIGNATURE OF HOLDER	REAL ESTATE DIVISION DIRECTOR

Form #2

### Shannon Graham – Utah Realtor’s License

#### **BROKER NOTE:**

Shannon has completed and passed the Utah Broker course work and examination. However, Utah has a statutory requirement that 30 of the 60 points (roughly 30 parcels) need to be acquired in Utah. The 30-points is typically gained through land sales (read: acquisitions and relocations) in Utah within the last three years.

Until these points are obtained, Shannon and Meridian have entered into a relationship with Coldwell Banker. Once the statutory points are satisfied. Shannon will become Meridian’s principal broker.