



Scope of Work

Roy City Annexation Plat	\$ 25,000.00
- See Attachment A for the Scope of Work - Boundary approximately 15 mi.	
<u>Deliverable: Roy City Annexation Plat</u>	
Total	\$ 25,000.00

Total Project Cost and Schedule

Anderson Psomas requires a signed contract and/or retainer payment prior to commencement of work and progress payments during work execution. The retainer payment will be applied to the final invoice for the project. Prior to the release of the final deliverable, all outstanding invoices must be paid in full. The schedule will be finalized once payment has been received. The scope of work is submitted as a not-to-exceed, time and materials contract. Any deviations from this scope of work will be communicated with Weber County Fire in advance of proceeding with that work.

Retainer Payment \$ 25,000.00

Total Project Cost \$ 25,000.00 (invoiced monthly based on percent complete)

Should there be any work that is identified as being outside the Scope as outlined above, that work will not commence until an agreed upon change order has been signed for the scope modification and associated payment received.

Acceptance

Having read, understood, and agreed to the foregoing, and as set forth in the attached Terms and Conditions, Client and Engineer, by and through their authorized representatives, have subscribed their names hereto effective the last date appearing below. Payment of the retainer payment serves as acceptance of this scope of work and releases Anderson Psomas to proceed with the work.

Client

Weber Fire District

Engineer

Anderson Psomas

By: _____

Title: _____

Date: _____

Phone: _____

Billing
Address: _____

Email: _____

By: _____

Ryan D. Eddy, P.E.

Title: _____

Team Leader/Vice President

Date: _____

8/10/2026

Attachment A - Scope of Work

The plat will meet the requirements of Utah Code § 17-73-507 to include the following:

- Clearly show the complete boundary of the area being annexed into Weber Fire District.
- Include complete and accurate boundary information detailed enough for the county surveyor to locate the boundary on the ground.
- Clearly identify every parcel or tract included in the annexation for county recording and tax purposes.
- Show calls along existing city, district, parcel, or other established boundary lines where applicable.
- Use a scale that keeps all boundary information, labels, parcel information, and other details readable.
- Use a unique plat name approved by the Weber County Recorder.
- Identify Weber Fire District as the local entity whose boundary is being changed.
- Identify Weber County as the county where the property is located.
- Include the date the plat was prepared.
- Include a north arrow and legend.
- Include signature blocks for:
 - The Utah-licensed professional land surveyor preparing and certifying the plat;
 - Weber Fire District's approving authority; and
 - The Weber County Surveyor's approval.
- Leave a three-inch-by-three-inch blank area in the lower-right corner for the county recorder.
- Prepare the plat using the sheet size, material, and recording format required by the Weber County Recorder.

Anderson Psomas will coordinate with the Weber County Surveyor and Weber County Recorder before finalizing the plat to confirm:

- The approved name for the plat;
- Required sheet size and recording format;
- Required signature and approval language;
- Whether parcel numbers, ownership, acreage, legal descriptions, or other information must be included; and
- Any additional county-specific review or submission requirements.

The final plat will be certified and signed by a Utah-licensed professional land surveyor.

TERMS AND CONDITIONS

1. Standard of Care

The standard of care for all services performed by CONSULTANT shall be the care and skill ordinarily used by members of the CONSULTANT's profession, practicing under similar circumstances at the same time and in the same locality. Unless specifically included in the scope of work, CONSULTANT does not warrant or guarantee that all documented or undocumented utilities will be located in the performance of CONSULTANT's services.

2. Construction Contractor's Responsibilities

CONSULTANT shall not be responsible for the construction contractor's means, methods or techniques, or for safety measures, precautions or programs at the project site. CONSULTANT shall not be responsible for the discovery, presence, handling or identification of any hazardous materials at the project site.

3. Opinions of Probable Cost

CONSULTANT's opinions of probable construction costs (if any) are to be made on the basis of CONSULTANT's experience, qualifications, and general familiarity with the construction industry. However, because CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over construction contractors' methods of determining prices, or over competitive bidding or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction costs prepared by CONSULTANT.

4. Force Majeure

Neither party shall be responsible or liable for any delays due to events beyond that party's reasonable control. Time for performance shall be extended for an amount of time equal to the period of delay.

5. Ownership of Documents

All deliverables produced by CONSULTANT under this Agreement shall be made available to the CLIENT upon receipt of full payment for services rendered. CONSULTANT shall retain ownership of all field data, notes, computer files and project files used to produce the deliverables. CLIENT will defend and indemnify CONSULTANT from all claims, actions, or damages related to CLIENT's use of the deliverables on any project other than that for which it was prepared.

6. Indemnification

CONSULTANT and CLIENT agree to indemnify and hold harmless each other against all claims, actions, or damages to the extent caused by the negligence, recklessness, or willful misconduct of that party or anyone acting under its direction or control or on its behalf in connection with this Agreement. The duty to indemnify does not include the duty to pay for or to provide an up-front defense.

7.Limitation of Liability

In recognition of the relative risks and benefits to the CLIENT and CONSULTANT, the parties agree, to the fullest extent permitted by law and regardless of available insurance, to limit the aggregate liability of CONSULTANT to \$50,000 or the compensation actually paid for the services, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. However, this limitation will not apply to any damages that have been found by a trier of fact to have been caused by CONSULTANT's gross negligence or willful misconduct. In no event shall either party be responsible for any form of consequential damages, including but not limited to loss of sales, loss of profits, or loss of use.

8.Invoices and Payment

Invoices shall be submitted on a monthly basis, consistent with the agreed-upon fee/rates. Invoices shall be payable within thirty (30) days after the invoice date. The cost of blueprinting, messenger services, transportation and other specific job-related costs are charged as "reimbursable expenses." In the event that CLIENT disputes any portion of an invoice, client shall notify CONSULTANT within ten (10) days of the invoice date. Interest will accrue on undisputed amounts overdue by 30 days at the lesser of 1.5 percent per month or the maximum legal rate of interest allowable. An advance retainer will be required for all new clients and existing clients under certain circumstances.

9.Suspension of Services

Failure to make any payment when due is a material breach of this Agreement and will entitle CONSULTANT, at its option, to suspend its services until payment is received. In addition, due to the costs and inefficiencies that result from stopping and restarting a job, an additional remobilization charge will be assessed.

10.Termination

Subject to CONSULTANT's right to suspend its services, this Agreement will continue in effect until the earlier of when the services are completed or this Agreement is terminated upon thirty (30) written days notice to the other party. In the event of termination, CONSULTANT shall be paid for all services rendered and reimbursable costs incurred through the date of the notice of termination. In the event of termination by CLIENT, CONSULTANT shall be entitled to any additional costs reasonably related to termination of its services.

11.Dispute Resolution

This Agreement shall be governed by and interpreted under the laws of the State in which the Project is located. If a dispute arises between the parties relating to this Agreement, the parties agree to try in good faith to settle the dispute by mediation prior to commencing any litigation. **The parties hereby irrevocably waive, to the fullest extent permitted by law, all rights to a trial by jury in any legal proceeding arising out of this agreement.**

12.Miscellaneous

All express representations, covenants and indemnifications included in this Agreement will survive its completion or termination for any reason. This Agreement will be binding on the parties' respective successors, administrators, assigns and legal representatives in respect of all covenants, agreements and obligations of this Agreement. A party's non-enforcement of any provision of this Agreement will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

13.Fully Integrated Agreement

This Agreement is full, final, and complete, and supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be amended, supplemented, modified or cancelled by a written instrument duly executed by both parties.