

UTAH COUNTY
PUBLIC WORKS DEPARTMENT
2855 South State Street
Provo, Utah 84606
(801) 851-8600

**REQUEST FOR PROPOSALS
for
GEOTECHNICAL ENGINEERING SERVICES**

RFP # 2016-12R

CLOSING DATE FOR RECEIPT OF PROPOSALS:	Thursday, August 11, 2016
TIME:	3:00 p.m.(Mountain Time)
PLACE:	Office of the Utah County Purchasing Agent 100 East Center Street Room 3600 Provo, Utah 84606

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1. REQUEST FOR PROPOSALS

1.1 INTENT

Through this Request for Proposals (RFP), Utah County intends to select a qualified professional geotechnical engineering firm (Engineer) to perform geotechnical engineering and related services on an as-needed basis including geotechnical investigations, design of mitigation and remediation measures for various sites exhibiting geotechnical instabilities, and inspection of constructed mitigation and remediation measures to verify acceptability. Services shall be provided as described herein for a five (5) year period ending December 31, 2021.

Pursuant to this RFP an agreement will be executed, a sample copy of which is included herein as Attachment C.

1.2 PROCEDURE

- A. The procedure for response to this RFP, evaluation of proposals, and selection of a Engineer is as follows:
 - 1. Interested entities will prepare and submit their proposals prior to the specified Closing Date for Receipt of Proposals.
 - 2. Utah County and/or its representatives will evaluate all submitted proposals to determine acceptance or rejection of the proposals.
 - 3. The selected Engineer will be required to sign an agreement, a sample of which is included as Attachment C.

1.3 PROPOSAL ORGANIZATION

- A. Each respondent must submit TWO COPIES of its SEALED proposal to the Utah County Purchasing Agent. The envelope containing the proposal must be clearly labeled "SEALED PROPOSAL - GEOTECHNICAL ENGINEERING SERVICES". The proposal must be delivered to

Utah County Purchasing Agent
100 East Center, Room 3600
Provo, Utah 84606

LATE PROPOSALS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN UTAH COUNTY PROCUREMENT RULES AND REGULATIONS.

- B. The proposal must include:
 - 1. Proposer's Statement of Qualifications
 - 2. Completed Engineer's Cost Proposal (Exhibit B)
 - 3. Completed Proposal Information Form (Attachment A).
 - 4. Completed Certificate of Non Collusion (Attachment B).
 - 5. A copy of the Proposer's current local business license.
 - 6. A copy of the Proposer's current Utah Professional Engineer license.
 - 7. Proof of required insurance.
 - 8. Complete proposals, detailing Engineer's cost and scope of work, for each of the three (3) sites identified in Section A.2 of the Specifications. (See also the "Cost" criteria in the "Value Based Selection" section below.)

1.4 QUESTIONS AND CLARIFICATIONS

Questions regarding this RFP should be directed prior to the submission deadline date to :

Glen Tanner, Engineering Division Manager
Business Hours: 8:00 a.m. to 5:00 p.m. Mountain Time
Telephone Number: (801) 851-8600

1.5 ACCEPTANCE OF PROPOSAL

- A. Utah County reserves the right to reject any or all proposals or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.
- B. The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

1.6 DISQUALIFICATION OF PROPOSAL

The occurrence of any of the following may result in disqualification of a proposal:

- A. Failure to respond within the established timetable.
- B. Failure to completely answer all questions presented in the RFP.
- C. Use of any type of form or format other than those indicated in the RFP.
- D. Failure to provide requested documentation at the time of proposal submission.
- E. Illegible responses.
- F. If the Proposer adds any provisions reserving the right to accept or reject an award or to enter into an agreement pursuant to an award, or any other unauthorized conditions, limitations or provisions.
- G. If the Proposer is unable to evidence a satisfactory record of integrity.
- H. If the Proposer is not qualified legally to contract.
- I. If the proposal at the opening does not contain a signed proposal, and a signed certificate of non-collusion.
- J. Utah County reserves the right to reject any or all proposals.

1.7 DISPOSITION OF PROPOSALS

All proposals (and the information contained therein) shall become the property of Utah County. No proposal shall be returned to the respondent regardless of the outcome of the selection process.

1.8 STATEMENT OF QUALIFICATIONS

Each Proposer shall provide a statement of qualifications. This shall be a short document that indicates the experience and qualifications of the Proposer and key personnel that will be performing the specified services. It should include resumes of the key personnel, copies of applicable licenses and certifications of the key personnel, and information about similar projects that have been completed by the Proposer and the key personnel. Information about similar projects should include the dates, project size, firm worked for at the time, and what the responsibility of the individual was on the project.

1.9 TERMINATION OR DEBARMENT CERTIFICATIONS

The Proposer must submit a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency. The Proposer must also certify that neither it nor its principals have been terminated during the performance of a contract or withdrew from a contract to avoid termination. If the Proposer cannot certify these two statements, the Proposer shall submit a written explanation of the circumstances for review by Utah County. These certifications are to be submitted with the Statement of Qualifications.

1.10 VALUE BASED SELECTION

All proposals will be evaluated by authorized representatives of Utah County (the Selection Committee). The following criteria will be used by the Selection Committee in creating a score for each of the proposals. Each member of the Selection Committee will then ordinally rank all proposals from highest to lowest evaluation score, and the Selection Committee will compile the rankings of all member of the Selection Committee. If any proposal receives a majority of first place votes, that proposal will represent the best value for the County and will be recommended for award of the contract. If not, the proposal that received the lowest average ranking will be removed from selection and the rankings will be recast. That process will be repeated until one proposal receives a majority of votes as the #1 ranking proposal. The final #1 ranking proposal will represent the best value for the County and will be recommended for award of the contract.

The criteria are not listed in any priority order. The Selection Committee will consider all criteria in performing a comprehensive evaluation of each proposal. Weights have been assigned to each of the criteria in the form of points. TOTAL POINTS POSSIBLE = 100.

- A. Overall Proposal Suitability: 25 points.
Proposed solution(s) must meet the scope of work included herein and must be presented in a clear and organized manner.
- B. Previous Work: 25 points.
Proposers will be evaluated on examples provided of their previous work pertaining to geotechnical services, and on client references.
- C. Cost: 25 points.
 - 1. Proposal Price Schedule:
Each Proposer is required to complete the Proposal Price Schedule listing the Proposer's complete cost for services for each of the three (3) sites specified in this RFP in accordance with the Specifications set forth herein.
 - 2. Complete Fee Schedule:
Each Proposer is required to attach a Complete Fee Schedule, itemized on a per-hour or other basis as applicable, setting forth their price for each of the services required by the Specifications and for all other services provided by Proposer.
- D. Technical Expertise and Experience: 25 points.
Proposers must provide descriptions and documentation of staff technical expertise and experience. Proposers will be evaluated on their experience as it pertains to geotechnical services as well as support staff and documents.

1.11 GENERAL

- A. Utah County will award a contract in reliance upon the information contained in proposals submitted in response to the RFP. Utah County will be legally bound only when and if there is a signed agreement entered into between Utah County and the awarded Proposer.
- B. It is vitally important that any person who signs a proposal or agreement on behalf of a respondent certifies that he or she has the authority to so act. The Proposer who has its proposal accepted may be required to answer further questions and provide further clarification of its proposal and responses.
- C. Receiving this RFP or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this RFP. Utah County shall have no liability to any person or entity under or in connection with this RFP, unless and until Utah County and such person have executed and entered into an agreement pursuant to the terms of this RFP.
- D. By responding to this RFP each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this RFP. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this RFP process or the use of the information contained in this RFP. Only the terms and conditions contained in an agreement when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the respondent in any manner as having any legal effect whatsoever.

1.12 INTERPRETATION OF RFP

The invalidity of any portion of this RFP shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this RFP are for convenience only and do not constitute a part of the provisions hereof.

1.13 PROPRIETARY INFORMATION

The Engineer shall mark proprietary information contained in the proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the proposals. Pricing and service elements of the successful proposal will not be considered proprietary.

1.14 RULES OF PROCUREMENT

- A. This procurement shall conform to and is governed by The Utah County Division of Purchasing, Procurement Rules and Regulations.
- B. For this procurement, all proposals must be submitted in the proposal format outlined herein.
- C. All prospective Proposers must meet the required criteria as of the date of submission. Respondents must provide all information requested in the Proposal Information Form.

- D. Utah County has established certain requirements with respect to proposals to be submitted by respondents. The use of "shall", "must", or "will", in this RFP indicates a requirement or condition from which a material deviation will not be approved by Utah County.

1.15 SITES CURRENTLY REQUIRING REMEDIATION

COUNTY has selected three (3) sites that are currently in need of geotechnical investigation and remediation. Each site varies in the tasks needed for analysis and design. Each proposal submitted in response to this RFP shall include a proposed scope of work, in compliance with the Specifications set forth herein, for each of the specified sites detailing the Engineer's cost of services and outlining the procedures to be used in investigating and evaluating existing conditions and in providing recommendations to stabilize and repair the sites. Information from these site-specific proposals will be used by COUNTY for the purpose of evaluating proposals submitted in response to this RFP. COUNTY may, at its sole discretion, contract with the selected Proposer, as set forth in the Specifications, to perform services related to one or more of these sites.

A. Site 1: Jordan River Parkway near Thanksgiving Point

This site consists of 3 areas along the Jordan River Parkway where the bank of the Jordan River is failing due to a combination of erosion at the bank toe and geologic instabilities.

1. Southernmost area is a fairly large slide with the upper most soil unit sliding toward the west and continually lowering the parkway over an approximately 400 foot reach.
2. Middle area is located approximately 1000 feet downstream from 1a and is comprised of a 10 to 15 foot vertical slope which continues to erode toward the parkway above.
3. Northern area is located approximately 1800 feet downstream from 1b at a sharp bend in the Jordan River and is comprised of a 20 to 30 foot vertical slope which continues to erode toward the parkway.



Site 1

- B. Site 2: Murdock Parkway Trail Head Parking Lot in Pleasant Grove (1100 north approximately 680 east)

This site consists of a sink hole, or series of sink holes that are occurring in an established parking lot (constructed in 2012) in connection with parkway and the piping of the Murdock Canal. There are no apparent spring or seepage points below the parking area. The pattern appears to be consistent with trench settlement. However, there are no apparent records or other evidence that there are subsurface utilities below the problem areas.



Site 2

C. Site 3: Nebo Loop Road Payson Canyon

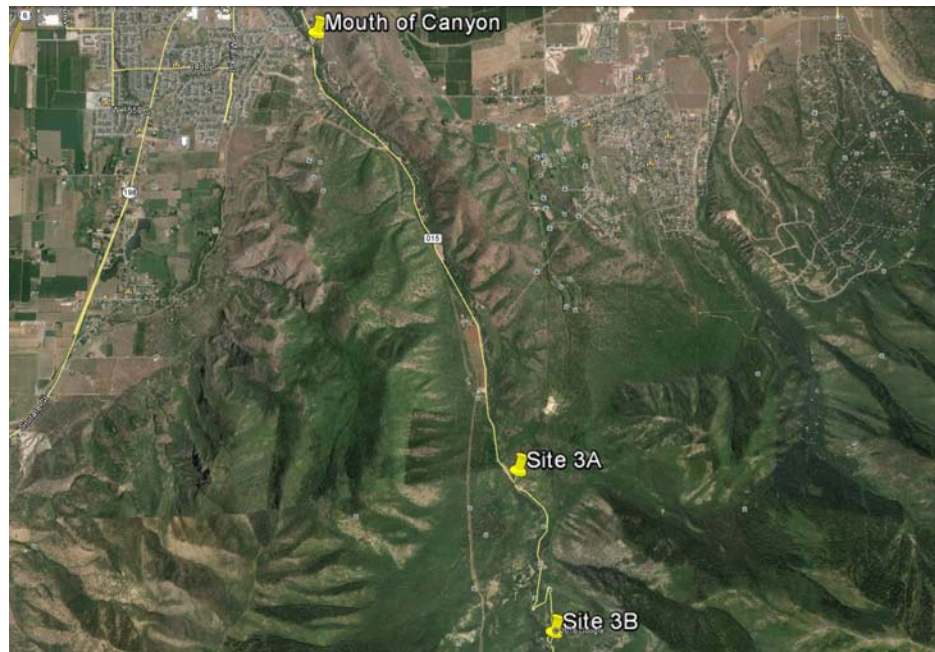
This site consist of 2 areas located along Nebo Loop road where the integrity of the surface of the roadway continues to deteriorate due to a combination of erosion and geologic instabilities.

1. Approximately 3.5 miles up Nebo Loop Road from the intersection of Payson Canyon Road and Peteetneet Blvd (630 East)

The area is located between the roadway and the stream in Payson Canyon. The slope is comprised of an 8 to 12 foot vertical slope which continues to erode and now threatens the road stability. This instability appears to be the result of erosive forces undermining the toe of the slope.

2. Approximately 5.1 miles up Nebo Loop Road from the intersection of Payson Canyon Road and Peteetneet Blvd (630 East)

The area is a fairly large slide with the upper most soil unit sliding away from the existing roadway continually lowering and eliminating the shoulder area potentially resulting in the failure of the asphalt surface of the roadway. The upper portion of the slide is approximately 150 feet wide while the lower portion of the slide is approximately 250 feet wide where the toe of the slide meets the bank of the Peteetneet Creek.



Site 3

EXHIBIT A

SPECIFICATIONS

A.1 SCOPE OF WORK

- A. ENGINEER shall provide professional geotechnical engineering and related services to COUNTY on an as-requested basis including geotechnical investigations, design of mitigation and remediation measures for various sites exhibiting geotechnical instabilities, and inspection of constructed mitigation and remediation measures to verify acceptability. Said services shall include but not be limited to those outlined herein.
- B. On an as-needed basis, the COUNTY Public Works Director or his designee will determine locations requiring geotechnical work, shall determine a general scope of work, and shall request a site-specific proposal from ENGINEER. ENGINEER shall provide a site-specific proposal to COUNTY setting forth the cost for each specified site and a proposed deadline for delivery to COUNTY of ENGINEER'S work products.
- C. Upon receipt of a Notice to Proceed from COUNTY for the specified ENGINEER cost proposal, ENGINEER shall commence the required work.
- D. Within 30 calendar days of the date of Notice to Proceed, or as otherwise specified in the Notice to Proceed, ENGINEER shall deliver to COUNTY a complete geotechnical report for each site detailing the existing geotechnical conditions.
- E. Within 60 calendar days of the date of Notice to Proceed, or as otherwise specified in the Notice to Proceed, ENGINEER shall deliver to COUNTY a complete design for the remediation and/or repair of each site.
- F. ENGINEER shall provide all labor, materials, tools, equipment, transportation, supplies, and other necessary items to complete the services herein specified.

A.2 GEOTECHNICAL ENGINEERING SERVICES

- A. Geotechnical Engineering Services should include but not be limited to the following items bid at price per hour for engineers, technicians, and staff:
 - 1. Geotechnical Investigations
 - a. Geophysical techniques - seismic refraction surveys, resistivity surveys, ground penetrating radar, subsurface explorations, geologic mapping and identification of geologic hazards (liquefiable soils, expansive or compressive soils, landslides, faults, debris flows and lahars, and rock fall hazards)
 - 2. Foundation Design & Analysis
 - a. Retaining wall design and analysis
 - b. Foundation bearing conditions
 - 3. Pavement evaluation and design
 - 4. Slopes, Landslides, Levees, & Embankments
 - 5. Specialized Geotechnical Services
 - a. Geologic hazard identification and mitigation
 - b. Slope stability
 - c. Fault identification
 - d. Liquefaction and lateral spread potential
 - e. Vibration monitoring
 - f. Pile dynamic analysis, testing

A.3 TEST BORINGS

- A. Drilling (Test Borings) should include but not be limited to the following tests bid at price per hour and/or price per test.
 - 1. Earth drilling and sampling
 - 2. In-situ testing

3. Instrumentation installation
4. Pavement/slap coring
5. Rock coring (N and H sizes)

A.4 LABORATORY TESTING SERVICES

- A. Laboratory Testing Services should include but not be limited to testing for soil, asphalt, concrete, base rock, and masonry such as the following tests bid at price per hour and/or price per test.
1. Visual and laboratory classification
 2. Compacting testing
 3. Consolidation tests
 4. Direct shear tests
 5. Moisture-density relationships
 6. Permeability tests
 7. Triaxial shear tests
 8. Unconfined compression tests

A.5 GEOTECHNICAL CONSTRUCTION INSPECTION & TESTING

- A. Geotechnical Construction Inspection & Testing should include but not be limited to the following tests bid at price per hour and/or price per test.
1. Native and fill soils
 2. Base rock
 3. Asphalt
 4. Soil cement application
 5. Retaining walls
 6. Slope stabilization
 7. Soil nails
 8. Drains
 9. Stormwater mitigation measures
 10. Deep foundation installations
 11. Deep ground improvements

EXHIBIT B

ENGINEER'S COST PROPOSAL

B.1 PROPOSAL PRICE SCHEDULE

Each Proposer shall complete the following schedule of prices (see Section 1.15 of the RFP).

SITE	GEOTECHNICAL SERVICES LUMP SUM PRICE
Site 1: Jordan River Parkway	\$
Site 2: Murdock Parkway	\$
Site 3: Nebo Loop Road	\$
TOTAL	\$

B.2 COMPLETE FEE SCHEDULE

Each Proposer is also REQUIRED to attach a Complete Fee Schedule, itemized on a per-hour or other basis as applicable, setting forth their price for each of the services required by the Specifications and for all other services provided by Proposer.

B.3 CERTIFICATION

I hereby certify that I have read, understand, and agree to all sections, Exhibits, and Attachments of this Request for Proposals for Geotechnical Engineering Services. I further certify that the information submitted by me/my company in response to this RFP, including the pricing and other information, is true and accurate.

I understand that Utah County has the right to reject any or all proposals, to waive minor irregularities when to do so would be in the best interests of Utah County, and to negotiate a price for the proposed services as determined to be in the best interest of Utah County.

Signature

Title

Company Name

ATTACHMENT A

PROPOSAL INFORMATION FORM

In order to receive consideration, submitted proposals must contain responses to all questions.

Failure to respond to all questions may result in disqualification of the proposal.

COMPANY NAME & ADDRESS: _____

Is this an Office: _____, Home: _____, Shop: _____, Other: _____

Telephone Number: (____) _____, Emergency Number: (____) _____.

Answering Machine: (____) _____, Fax Number: (____) _____.

Email Address: _____

COMPANY OWNER: _____

COMPANY PRESIDENT: _____

CONTACT PERSON: _____ Phone: _____

Type of Company (Partnership, Corporation, Venture etc.): _____

If a Corporation, in what State Incorporated: _____

Business License Number: _____

State of Utah Professional Engineer License Number: _____

Federal Tax Identification Number: _____

D&B D-U-N-S Number: _____

How long has this company been in business: _____ Years, and _____ Months.

Officers authorized to execute contracts: _____

What would happen to your company in the event of the owner's absence or death?

Brief History of the Company: _____

Are there any judgments, suits or claims pending
against your company? If Yes, attach a written explanation.

YES NO

☐ ☐

Has your company operated under any other name (s)?

YES NO

If Yes, attach a written explanation.

☐ ☐

PROPOSAL INFORMATION FORM Page 2

Has your firm failed to complete a contract within the last five years?
If "yes" attach explanation. **YES NO**
☐ ☐

Has your firm or any partner or officers ever been involved in any
bankruptcy action? If "yes" attach explanation. **YES NO**
☐ ☐

Has your firm ever been listed on the Excluded Parties List System? **YES NO**
☐ ☐

Are any of your firm's owners, officers, employees, or agents also
employees of Utah County or related to any employees of Utah County
If "yes" attach explanation. **YES NO**
☐ ☐

FINANCIAL REFERENCES

1. Bank Name & Address _____

Manager _____ Phone _____

2. Bank Name & Address _____

Manager _____ Phone _____

CLIENT REFERENCES

1. Name: _____, Contact: _____
Address: _____, Phone: _____

2. Name: _____, Contact: _____
Address: _____, Phone: _____

3. Name: _____, Contact: _____
Address: _____, Phone: _____

4. Name: _____, Contact: _____
Address: _____, Phone: _____

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

STATE OF UTAH)
)SS Request for Proposals
COUNTY OF UTAH) for
 Geotechnical Engineering Services

AFFIDAVIT

The undersigned of lawful age, being first duly sworn, disposes and says:
That as a condition precedent to the award of the Utah County project as above captioned,

I _____
 (owner, partner, officer or delegate)

of _____ do
 (company)

solemnly swear that neither I, nor to the best of my knowledge any member or members of my firm or company have either directly or indirectly restrained free and competitive bidding on this project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by Utah County, with regard to this bid or potential agreement resulting therefrom.

Contractor Signature

By: _____
Title: _____

Subscribed/sworn to before me this ____ day of _____ 2016 A.D.
My Commission Expires _____
Residing at _____

Seal

By: _____
Notary Public

ATTACHMENT C

AGREEMENT

CONSTRUCTION SPECIAL INSPECTIONS AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between **UTAH COUNTY**, a body corporate and politic of the State of Utah, hereinafter referred to as the **COUNTY**, and _____, hereinafter referred to as **ENGINEER**.

WITNESSETH:

WHEREAS, COUNTY desires to obtain materials and services as herein defined and further to obtain such materials and services in accordance with Utah State Law; and

WHEREAS, ENGINEER is willing to provide such materials and services to COUNTY in consideration of receiving such fees as herein provided;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. DESCRIPTION OF WORK

In consideration of the compensation set forth in Section 2, the ENGINEER agrees to provide Geotechnical Engineering and Related Services to COUNTY as set forth in the Specifications attached hereto as Exhibit A and the ENGINEER'S Cost Proposal and Fee Schedule which are attached hereto as Exhibit B, all of which are incorporated herein by this reference the same as if each and all had been set forth at length herein.

2. COMPENSATION

- A. In exchange for services listed in Section 1, COUNTY will pay ENGINEER at the applicable price stated in Exhibit B for items accepted by COUNTY.
- B. ENGINEER may, upon written notice delivered to County on or before November 1st, request an increase in the contract price of any one or more line items for the following year commencing January 1st, by a percentage equal to the percentage increase which occurred in the Consumer Price Index (defined as the Consumer Price Index, All Urban Customers (CPI-U) U.S. City Average, All Items, or a similar index if this index is discontinued) during the preceding one year period, not to exceed three percent (3%) per year.

3. AMENDMENTS

No oral modifications or amendments to this AGREEMENT shall be effective, but such may be modified or amended by a written agreement signed by the parties.

4. ALTERATION OF SPECIFICATIONS OR CHARACTER OF WORK

The County Commission, after recommendation by the County Public Works Director, reserves the right to make, at any time during the term of this AGREEMENT, such increases or decreases in quantities and such alterations in the details of the work, and the elimination of one or more items as may be found necessary or desirable and to adjust the contract price accordingly by change order. Such alterations shall not be considered as a waiver of nor release of any surety. ENGINEER agrees to accept the specifications as altered the same as if it had been a part of the original AGREEMENT. ENGINEER shall proceed with the work alterations when ordered in writing. Financial increases to this AGREEMENT must be approved by the County Commission before additional work is authorized and constructed.

5. ASSIGNMENT

The parties to this AGREEMENT shall not assign said AGREEMENT, or any part thereof, without the prior written consent of the other party to the AGREEMENT. No assignment shall relieve the original parties from any liability hereunder.

6. AUTHORITY OF THE COUNTY COMMISSION AND THE COUNTY PUBLIC WORKS DIRECTOR

A. The County Commission and the County Public Works Director will decide all questions which may arise as to the quality, quantity and acceptability of materials furnished and work performed and as to the rate of progress of work. They will also decide all questions which may arise as to the acceptable fulfillment of the AGREEMENT on the part of ENGINEER.

B. The County Commission or the County Public Works Director will have the authority by written order to suspend work wholly or in part due to the failure of ENGINEER to correct conditions unsafe for the workmen or general public, for failure to carry out provisions of the AGREEMENT, for failure to carry out orders, for such periods as deemed necessary due to unsuitable weather, for conditions considered unsuitable for the progress of the work, or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

7. EMPLOYMENT STATUS VERIFICATION

ENGINEER shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

ENGINEER shall by contract require its contractors, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

8. EXTRA WORK

Extra work shall be undertaken only when previously authorized in writing by Utah County and is defined as additional work which is neither shown nor defined in the Specifications.

Miscellaneous items normally associated with the major work items shown, but which may not be specifically shown, shall be furnished by ENGINEER as if they had been shown, without additional cost to Utah County.

9. INDEMNIFICATION

ENGINEER shall defend, indemnify, save and hold harmless Utah County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgments, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) ENGINEER'S, its subcontractors², agents² or employees² performance of this AGREEMENT or their provision of any services required herein to be performed by ENGINEER or its subcontractors, agents or employees, and (b) any act or omission of ENGINEER, or its subcontractors, agents or employees.

10. INDEPENDENT CONTRACTOR

- A. ENGINEER states and affirms that it is acting as an independent contractor, holding itself out to the general public as an independent contractor for other work or contracts as it sees fit; that it advertises its services as it sees fit to the general public, maintains its office or place of employment separate from Utah County, and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities.
- B. The parties intend that an independent contractor relationship will be created by this AGREEMENT. Utah County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with ENGINEER. ENGINEER is not to be considered an agent or employee of Utah County for any purpose, and the employees of ENGINEER are not entitled to any of the benefits that Utah County provides for County's employees. It is understood that Utah County does not agree to use ENGINEER exclusively. It is further understood that ENGINEER is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with Utah County.
- C. Both parties agree that ENGINEER shall be deemed an independent contractor in the performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, ENGINEER shall have no authorization, express or implied, to bind Utah County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform

any acts as agent for Utah County. The compensation provided for herein shall be the total compensation payable hereunder by Utah County.

11. INSPECTION AND ACCEPTANCE

Utah County or its authorized representatives shall have the right to enter the premises of ENGINEER, or such other places where contract services are being performed, to inspect, audit, monitor or otherwise evaluate the services being provided and the financial records pertaining to the AGREEMENT. ENGINEER must provide reasonable access to all facilities and assistance to Utah County or its authorized representatives.

12. INSURANCE

- A. ENGINEER agrees to carry Commercial General Liability insurance coverage equal to or greater than \$2,300,000 per occurrence or as modified by the risk manager pursuant to state statute during the term of this AGREEMENT. This coverage shall provide liability insurance to cover the activities of ENGINEER including ENGINEER'S agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this AGREEMENT. The successful proposer shall provide a Certificate of Insurance to Utah County evidencing that ENGINEER has this insurance in place and shall maintain said insurance for the duration of this AGREEMENT.
- B. ENGINEER shall furnish a Certificate of Insurance to COUNTY evidencing that ENGINEER has Workers Compensation Insurance for the ENGINEER, all subcontractors, and all employees of the ENGINEER and/or subcontractors.

13. INTERPRETATION OF AGREEMENT

The invalidity of any portion of this AGREEMENT shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this AGREEMENT are for convenience only and do not constitute a part of the provisions hereof.

14. KEYS

If it becomes necessary for the County to issue ENGINEER a key to County locks, final payment to ENGINEER will be held until the key has been returned and documented. It is illegal to duplicate County keys.

15. LEGAL

ENGINEER shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors. This AGREEMENT shall be interpreted pursuant to the laws of the State of Utah.

16. NO PRESUMPTION

Should any provision of this AGREEMENT require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against a party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

17. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder.

18. PAYMENTS

- A. ENGINEER shall submit invoices to COUNTY for work completed within 30 calendar days of the completion of the specified work. Upon verification of the validity of an invoice, County shall pay ENGINEER within 30 calendar day of receipt of the invoice.
- B. Payment will be based upon verification of the actual quantities accepted by County which comply with these specifications.
- C. The "Method of Measurement" and the "Basis of Payment" for all items shall be by the Unit Price specified by ENGINEER in Exhibit B.

19. SUCCESSORS IN INTEREST

This AGREEMENT shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

19. TERM

The term of this AGREEMENT shall commence upon the date of execution hereof and shall terminate on December 31, 2021 unless otherwise indicated in writing by COUNTY at least 30 days prior to termination.

20. TERMINATION

- A. This AGREEMENT may be terminated for any reason by Utah County upon thirty (30) days written notice to ENGINEER, without prejudice to any other right or remedy Utah County may have.
- B. Failure of ENGINEER to adhere to any of the performance requirements of this AGREEMENT shall be cause for termination without prior notice.
- C. This AGREEMENT may be terminated for any reason by ENGINEER upon ninety (90) days written notice to Utah County.

22. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this AGREEMENT, COUNTY shall not be obligated for ENGINEER'S performance hereunder or by any provision of this AGREEMENT during any of COUNTY'S future fiscal years unless and until COUNTY'S Board of County Commissioners appropriates funds for this AGREEMENT in the COUNTY'S budget for each such future fiscal year. In the event that funds are not appropriated for this AGREEMENT, then this AGREEMENT shall terminate as of December 31 of the last fiscal year for which funds were appropriated. COUNTY shall notify ENGINEER in writing of any such non-appropriation of funds at the earliest possible date.

21. WARRANTY

ENGINEER warrants to Utah County that all materials and services furnished under this AGREEMENT will be of good quality, free from all faults and defects and in conformance with this AGREEMENT and ENGINEER's professional standard of care. All services not conforming to the forgoing requirements may be considered faulty, defective or non conforming. Faulty, defective and nonconforming services will be corrected at ENGINEER's sole expense.

22. ENTIRE AGREEMENT

This AGREEMENT shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this AGREEMENT shall not be binding upon either party except to the extent incorporated in this AGREEMENT.

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be duly executed on the date set forth above.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

LARRY ELLERTSON Chairman

ATTEST:
BRYAN E. THOMPSON
County Auditor/Clerk

By: _____
Deputy

APPROVED AS TO FORM:
JEFFREY R. BUHMAN
Utah County Attorney

By: _____
Deputy County Attorney

ENGINEER

By: