UTAH COUNTY

PUBLIC WORKS DEPARTMENT

2855 South State Street

Provo, Utah 84606

(801) 851-8600

**REQUEST FOR PROPOSAL**

**for**

**DESIGN OF**

**CANYON ROAD**

**RECONSTRUCTION AND DRAINAGE**

**IMPROVEMENTS**

**RFP # 2017-2**

CLOSING DATE

FOR RECEIPT OF PROPOSALS: February 28, 2017

TIME: 3:00 p.m. (Mountain Time)

PLACE: Office of the Utah County Purchasing Agent

100 East Center Street

Room 3600

Provo, Utah 84606

MANDATORY PRE-PROPOSAL: 2:00 p.m. (Mountain Time)

CONFERENCE Wednesday, February 15, 2017

PLACE: Utah County Public Works

2855 South State Street

Provo, Utah 84606

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Pleasant Grove-Cedar Hills SR-146 Reconstruction and Widening April 2014 Concept Plan

**1. REQUEST FOR PROPOSALS**

**1.1 INTENT**

Through this Request for Proposals (RFP), Utah County is seeking proposals from engineering firm (Engineer) to demonstrate qualifications, experience, and proposed approach for the design and engineering services required to prepare construction documents for the roadway reconstruction and drainage improvements of Canyon Road, formerly called SR-146, (100 East Pleasant Grove), between State Street (HWY 89) and SR-92 (Timpanogos HWY) within the city limits of Pleasant Grove and Cedar Hills.

Responses to this RFP should include details about qualifications and related experience as described herein. Responses should also include a detailed description of the recommended methods for completing the project.

Utah County intends to compare and evaluate all qualifying submittals and select the most qualified Engineer based on proposal content and the proposer’s responsiveness to the proposal.

This is a Request for Proposals only and should not be interpreted as a solicitation for services or as a contract for services.

If an Engineer is selected 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 an 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 as described herein.

3. The selected Engineer will enter into contract negotiations with the County.

**1.3 MANDATORY PRE-PROPOSAL CONFERENCE**

A. Proposers MUST attend the MANDATORY Pre-Proposal Conference to be conducted at 2:00 p.m, Wednesday, February 15, 2017 in the conference room of the Utah County Public Works Building, 2855 South State Street, Provo, Utah 84606. The conference will last approximately one hour.

B. Proposals will not be accepted from proposers who were not represent at the Pre-Proposal Conference. It is each Bidder's responsibility to sign the official attendance sheet.

**1.4 PROPOSAL ORGANIZATION**

A. Each respondent must submit FOUR (4) COPIES of its SEALED proposal to the Utah County Purchasing Manager. The envelope containing the proposal must be clearly labeled “SEALED PROPOSAL - DESIGN OF CANYON ROAD RECONSTRUCTION AND DRAINAGE IMPROVEMENTS RFP # 2017-2”. The proposal must be delivered to

Utah County Purchasing Manager

100 East Center, Room 3600

Provo, Utah 84606

PROPOSALS ARE DUE FEBRUARY 28, 2017 AT 3:00 PM MOUNTAIN TIME. 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 (maximum two pages)

2. Project Experience Table (maximum one page)

3. Engineer’s Cost Proposal detailing the complete cost of the work as specified herein.

4. A Fee Schedule listing hourly rates, unit costs, etc., for all services provided by the proposer which may be applicable to this project.

5. Completed Proposal Information Form (Attachment A).

6. Completed Certificate of Non-Collusion (Attachment B).

7. A copy of the proposer’s current local business license.

8. Proof of required insurance.

* 1. **QUESTIONS AND CLARIFICATIONS**

All questions regarding this RFP must be submitted through the BidSync web site. The deadline for submission of questions is specified on the BidSync web site

**1.6 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.

**1.7 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.

**1.8 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.

**1.9 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.

**1.10 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.

**1.11 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: 30 points

Proposals must meet the scope of work included herein and must be presented in a clear and organized manner. The proposal will be scored on quality of presentation as well as understanding of project objectives and work tasks.

B. Previous Work: 20 points

Proposers will be evaluated on examples provided of their previous work pertaining to projects with a similar scope of work as well as client satisfaction based on reference checks.

C. Cost: 30 points

Cost criteria include the Engineer’s proposed price for the services provided; the realistic expected cost of performance, plus any proposed fixed fees; and other costs, such as that of transportation costs, plan and specification costs, etc.

D. Technical Expertise and Experience: 20 points

Proposers must provide descriptions and documentation of staff technical expertise and experience. Proposers will be evaluated on their experience as it pertains to similar scope of work projects as well as support staff and documents.

**1.12 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.

**1.13 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.

**1.14 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.

**1.15 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.

**EXHIBIT A**

**SPECIFICATIONS**

**A.1 PROJECT MANAGER**

The County’s Project Manager for this project is listed below:

|  |  |
| --- | --- |
| Project Manager Contact | |
| County Project Manager (PM) | Glen Tanner |
| Phone No. | (801) 851-8622 |
| Email Address | [glent@utahcounty.gov](mailto:glent@utahcounty.gov) |

**A.2 STANDARDS:**

The provided design packages shall comply with all applicable Utah County, APWA and AASHTO design and construction standards, specifications, rules, regulations and practices.

**A.3 GENERAL SCOPE**

The Engineer will evaluate existing roadway pavement surface, shoulders and drainage issues and provide engineering recommendations and solutions as well as designs for the reconstruction of Canyon Road. It is the desire of Utah County to improve both the quality and safety of this existing roadway. Take note that this will be a Utah County project and will be managed and coordinated with Utah County. Both the submitted RFP, as well as any design documents that will be submitted or used, should reflect a County project.

The Engineer shall review the existing pavement surface conditions and provide recommendations and designs for resurfacing, reconstruction, and rehabilitation of the existing pavement surface for the full length of roadway. This shall also include providing recommendations and designs for shouldering materials and widths along the length of the roadway. Other items that shall be reviewed and recommendations and designs provided for include but are not limited to: drainage mitigation; irrigation ditches and crossings; falling rock and debris mitigation; curb, gutter and sidewalk replacement or additions; various access and approach issues; intersection enhancements; alteration of the horizontal and vertical geometry; and traffic management such as signs, pavement markings, and automated traffic signals.

In addition to the general scope of work, the affected cities (Pleasant Grove, Cedar Hills) may have utilities within the project limits that they may want improved or added. Said request may be included as an Add Alternate and would be at the request and expense of the city.

As part of this Request For Proposals, Utah County has include a concept plan “Pleasant Grove-Cedar Hills SR-146 Reconstruction and Widening April 2014” which was originally prepared by JUB Engineers, Inc. which may be used to assist in preparing responses to the RFP. It is the intent of Utah County to implement the concept plan fully from Murdock Canal crossing heading south to State Street. From 2600 North (PG) heading south to State Street, it is intended that this project would establish continuous curb & gutter on both sides of the road with a continuous asphalt surface between said curb & gutter. There are three intersections that are priority for safety and will need to be evaluated for both geometry and other enhancements: 4000 North (PG), SR-92, and 2600 North (PG). This project has limited funding and it is Utah County’s desire to improve and resolve as many issues as possible. The Engineer shall be required to review said concept plan and current cost estimate, and advise the County as to the adequacy for accomplishing the work as outline in the concept plan. The Engineer shall also assist in prioritizing said recommended improvements and help determine which improvements shall be addressed based on available funds. Utah County is looking for an engineering firm that shall provide innovative and creative solutions that are both effective and cost efficient.

**A.4 DESCRIPTION OF SERVICES**

A. The services shall include but are not limited to the following items:

* Field Reconnaissance
* Preliminary Engineering
* Final Design
* Construction Documentation
* Right-of-Way Actions
* Bidding and Negotiation
* Construction Administration
* Project Meetings

1. Field Reconnaissance

The Engineer shall conduct a survey of the existing conditions locating and showing all elevations, observable landmarks (existing ground, edge of pavement, shoulders, sidewalks, curbs & gutters, buildings, trees, fences, mail boxes, sewer and water manholes, water values, drainage issues and other miscellaneous hazards, irrigation structures and ditches, general utilities including utility poles, driveways and other access approaches, intersections, and traffic control devices such as signs within the project limits. The field reconnaissance should be thorough enough to establish horizontal and vertical control and to create cross sections of the existing roadway to help in evaluation and design. Also, the field reconnaissance should include geotechnical services such as core samples and other means to evaluate the existing surface and sub-surface conditions in order to provide appropriate recommendations for treatment and construction of roadway throughout the project.

1. Preliminary Engineering

The Engineer shall prepare a preliminary roadway plan for the reconstruction/rehabilitation of Canyon Road which shall include the following services:

Prepare engineered drawings such as plan and profile sheets of existing roadway alignment.

Design typical roadway sections.

Define project limits, construction materials, and conceptual details.

Identify drainage issues, solutions, and potential easements required.

Identify limits of temporary construction impacts for the purpose of developing temporary construction easements.

1. Utility Research

The Engineer shall obtain plans from private and public utilities within the project limits and plot the information on the prepared engineered drawings.

1. Right-of-Way Research

The Engineer shall research the roadway layout within the project limits for information regarding parcel ownership, deed restrictions, utility easements, etc. Information obtained through ROW research shall be incorporated into the prepared engineering drawings to identify any additional easements or right-of-way needed for the project. This would include any and all documents needed to obtain such easements or right-of-way.

1. Preliminary Estimate

The Engineer shall prepare a preliminary construction cost estimate for use in prioritizing improvements and helping determine which improvements shall be addressed in the final design and construction process based on available funds.

1. Final Design / Construction Documentation

The Engineer shall proceed with Final design/Construction documentation as outlined below.

a. Final Design – Plans and Specifications

The Engineer shall prepare a 30%, 60% and 100% Design Submissions for review and comment by Utah County. Comments shall be considered and incorporated into the final design. Design submissions shall be in both electronic and paper form. Design drawings shall be in AutoCad format.

It is anticipated that the priority of the improvements shall be resurfacing, reconstruction, rehabilitation of the existing pavement surface for the full length of roadway with other improvements being incorporated as funding allows. Plan and profile sheets along with cross sections shall be needed to determine limits of construction impacts on private property and to facilitate development of rights-of-entry or temporary construction easements. In the development of the final design documents and the preparation of the Contract Plans and Specifications, the Engineer shall perform the following:

1. Roadway Design – Provide design plans and calculations for:

* Pavement design
* Construction/Materials layout
* Vertical and horizontal alignment, grading and drainage
* Roadway signing, pavement markings, and automated traffic signals
* Cross sections
* Utility location identification and relocation design
* Right-of-Way plans
* Final engineers estimate

1. Utilities – coordinate with municipal and private utility companies to establish relocation and/or modification procedures and schedule for existing utilities to be compatible with proposed improvements.

4. Construction Documentation

The Engineer shall work with Utah County and other project stakeholders to design and prepare a complete bidding package with full size plans (11x17) in both electronic and paper form to include: specifications, schedules, and documents to include; pavement design, plan and profile sheets, cross section sheets, drainage and irrigation designs, roadway designs, utility designs, ROW plans and descriptions, and any other detailed drawings, as well as an engineer’s estimate for the reconstruction/rehabilitation of Canyon Road. Electronic drawing sheets to be submitted in AutoCad format.

1. Right-of-Way Actions

The roadway improvements are expected to be within the existing roadway right-of-way but may require right of entry forms for work outside the right-of-way for items such as rebuilding existing driveway approaches, curbs & gutters, walkways, irrigation improvements, etc.

The Engineer shall prepare a Preliminary Right-of-Way Plan to identify and define the limits of work along each property required to construct the proposed improvements

The Engineer shall obtain copies of the deeds for properties affected by the necessary acquisition of permanent drainage easements.

The Engineer shall prepare a Right-of-Way Entry Form for each property where construction is required outside the road layout. The engineering firm shall also prepare any and all needed right-of-way forms in order to complete project. Utah County will utilize these forms in order to procure said right-of-way or easements as needed.

1. Bidding and Negotiation

The Engineer shall aid the County with contractor procurement including advertising the project and preparing addendums as necessary to interpret and/or clarify the bidding documents. The Engineer shall assist Utah County in determining the acceptability of alternatives proposed by contractors, attend the pre-bid meetings, attend the bid opening, prepare bid tabulation sheets, and assist in evaluating bids or proposals.

1. Construction Administration:

The County shall require Engineer’s services during construction of the project. The Engineer shall provide a cost estimate to implement and construct said improvements. Services shall include but not be limited to survey staking, material testing such as compaction testing, concrete testing, HMA testing and lab work, quality assurance inspections, a field inspector for quality control and to ensure work is being carried out as design dictates, contract administration services such as verifying contractor payments, creating and processing change orders, reviewing contractor submittals, providing field engineering support, providing redlined record drawings showing as-built conditions, and holding weekly project meetings. Once project is complete, the Engineer shall provide a complete set of construction drawings in an electronic and paper form with all electronic drawing sheets being in AutoCad format.

1. Project Meetings

The Engineer shall conduct, hold, and attend project meetings with Utah County and other project stakeholders as required for the project. This would include preparation, travel, attendance, supporting graphics and documentation in the form of meeting notes. The Engineer shall attend public meetings/hearings with Utah County as required.

**EXHIBIT B**

**CONTRACTOR’S COST PROPOSAL**

B.1 PROPOSAL PRICE

Each Proposer shall include a document detailing the complete cost of the work as specified herein.

B.2 COMPLETE FEE SCHEDULE

Each Proposer shall also attach a complete Fee Schedule listing hourly rates, unit costs, etc., for all services provided by the proposer which may be applicable to this project.

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 Design of Canyon Road Reconstruction and Drainage Improvements. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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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 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brief History of the Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Are there any judgments, suits or claims pending  **YES NO**

against your company? If Yes, attach a written explanation. □ □

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? **YES NO**

If "yes" attach explanation. □ □

Has your firm or any partner or officers ever been involved in any **YES NO**

bankruptcy action? If "yes" attach explanation. □ □

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 **YES NO**

employees of Utah County or related to any employees of Utah County □ □

If "yes" attach explanation.

FINANCIAL REFERENCES

1. Bank Name & Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Manager \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Bank Name & Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Manager \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CLIENT REFERENCES

1. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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2. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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3. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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4. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**ATTACHMENT B**

**CERTIFICATE OF NON-COLLUSION**

STATE OF UTAH ) Request for Proposals

)SS for

COUNTY OF UTAH ) Design of Canyon Road Reconstruction and Drainage Improvements

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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Subscribed/sworn to before me this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 2017 A.D.

My Commission Expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Seal

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

**ATTACHMENT C**

**AGREEMENT**

**AGREEMENT NO. 2017-\_\_\_\_\_**

**AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017, 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 furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work for COUNTY as set forth in the specifications attached hereto as Exhibit A, which is incorporated herein by this reference the same as if it had been set forth at length herein.

**2. COMPENSATION**

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.

**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 this 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 this 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 contractor, 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 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 COUNTY.

**9. INDEMNIFICATION**

ENGINEER shall defend, indemnify, save and hold harmless 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 subcontractors, agents or employees 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 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. 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 COUNTY for any purpose, and the employees of ENGINEER are not entitled to any of the benefits that COUNTY provides for COUNTY'S employees. It is understood that 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 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 COUNTY to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for COUNTY. The compensation provided for herein shall be the total compensation payable hereunder by COUNTY.

**11. INSPECTION AND ACCEPTANCE**

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 this AGREEMENT. ENGINEER must provide reasonable access to all facilities and assistance to 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 sub contractors, and for all equipment and vehicles, public or private, used in the performance of this AGREEMENT. ENGINEER shall provide a Certificate of Insurance to 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 sub contractors, 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 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 sub contractors. 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 timely invoices for materials delivered to COUNTY. 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. Partial or progress payments shall not relieve ENGINEER of performance or obligations under this AGREEMENT, nor shall such payments be viewed as approval or acceptance of work performed.

**19. SUCCESSORS IN INTEREST**

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

**20. TERM**

The term of this AGREEMENT shall commence upon execution hereof and shall terminate upon final payment by COUNTY as specified herein.

**21. TERMINATION**

A. This AGREEMENT may be terminated for any reason by COUNTY upon thirty (30) days written notice to ENGINEER, without prejudice to any other right or remedy 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 sixty (60) days written notice to 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.

**23. WARRANTY**

ENGINEER warrants to COUNTY that all services and materials furnished under this AGREEMENT will be of highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of ENGINEER'S profession, and in conformance with the terms hereof.

**24. 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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WILLIAM C. LEE, 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

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By: