

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

REQUEST FOR PROPOSAL
for
REAL ESTATE APPRAISAL SERVICES
RFP # 2017-9

CLOSING DATE
FOR RECEIPT OF PROPOSALS: Wednesday, May 31, 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

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1. REQUEST FOR PROPOSALS

1.1 INTENT

Through this Request for Proposals (RFP), Utah County is seeking proposals from Certified General Appraisers to conduct and provide appraisals of various properties located within Utah County. Services are to be provided on an as-requested basis through December 31, 2022.

Responses to this RFP should include details about qualifications, related experience, and deliverables as described herein. Utah County intends to compare and evaluate all qualifying submittals and select an Appraiser based on proposal content and responsiveness to this RFP.

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 Appraiser is recommended pursuant to this RFP, an agreement will be negotiated with Utah County, a sample copy of which is included herein as Exhibit C.

1.2 PROCEDURE

- A. The procedure for response to this RFP, evaluation of proposals, and selection of an Appraiser 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 recommended Appraiser will enter into contract negotiations with the County.

1.3 QUESTIONS AND CLARIFICATIONS

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

1.4 PROPOSAL SUBMISSION

- A. Each respondent must submit SIX (6) COPIES of its SEALED proposal to the Utah County Purchasing Manager. The envelope containing the proposal must be clearly labeled "SEALED PROPOSAL – PROPERTY APPRAISAL SERVICES RFP # 2017-9". The proposal must be delivered to

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

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

1.5 PROPOSAL ORGANIZATION

- A. The proposal must include:
 - 1. Proposer's Statement of Qualifications
 - a. 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.
 - 2. Proposer's Project Experience
 - a. Each Proposer shall provide information about similar projects that have been completed by the Proposer and the key personnel. Information about similar projects should include starting and completion dates, project size, firm worked for at the time, and what the responsibility of the individual was on the project.
 - 3. Work Plan
 - a. Each Proposer shall describe the methodology and process proposed to be used to complete a typical property appraisal, describe the deliverables, and identify advantages of the proposal to Utah County.
 - 3. Appraiser's Fee Proposal (Attachment B). This shall include:
 - a. a complete lump sum fee for each type of property specified.
 - b. a per-hour fee for the Appraiser to defend their work before a judge.
 - 4. Completed Proposal Information Form (Exhibit A).
 - 5. Completed Certificate of Non-Collusion (Exhibit B).
 - 6. A copy of the Proposer's current local business license.
 - 7. Proof of required insurance.
 - 8. Termination or Debarment Certification
 - a. Each 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.

1.6 EVALUATION OF PROPOSALS

- A. All proposals will be evaluated by authorized representatives of Utah County (the Evaluation Committee). The following criteria will be used by the Evaluation Committee in creating a score for each of the proposals:
 - Cost: 40 points
 - Qualifications and references: 30 points
 - Demonstrated competence: 20 points
 - Demonstrated timely completion of work: 10 points
 - TOTAL: 100 points.
- B. For evaluation purposes, proposal costs will be evaluated based on an assumed quantity of 35 residential parcels, 10 commercial acres, and 5 hours of court appearances. These quantities are not an indication of actual work to be performed, but are for cost evaluation purposes only. Actual performance quantities will vary based on work authorized by County.
- C. Evaluation Committee members shall not confer with any Proposer. If information or clarification is needed regarding the RFP, the prospective offerors are to contact the Purchasing Manager as herein defined.

- D. All proposals received shall be evaluated and scored independently by each member of the Evaluation Committee on the scoring sheets provided by the Purchasing Manager. The evaluation criteria will be based on the information described in the RFP.
- E. The award recommendation will be based on the best evaluated proposal and shall constitute only a recommendation to the Board of County Commissioners.
- F. Committee members may discuss the proposals together, but each committee member will privately score and/or rank their selection. The score sheets and/or ranking will be submitted to the Purchasing Manager for tabulation and disclosure to the full committee.
- G. The Purchasing Manager shall provide to the Board of County Commissioners the Evaluation Committee's recommendations, final tabulations and ranking of the offerors' proposals.
- H. All proposals are subject to the final review, evaluation and decision by the Board of County Commissioners of Utah County.

1.7 AWARD OF CONTRACT

- A. After taking into consideration the Evaluation Committee's recommendations, tabulations, and rankings, the Board of County Commissioners shall award the contract to one of the top three ranked offerors, or may elect to reject all proposals. In making its decision, the Board of County Commissioners shall determine which offeror's proposal is in the best interest of the County, after considering all applicable factors.
- B. Further Negotiations. The Board of County Commissioners may make the awarding of a contract subject to further negotiations and modifications deemed to be in the best interest of the County, and the award of contract shall be subject to the County and the offeror entering into a contract acceptable to the County.

1.8 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.

1.9 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.

1.10 DISPOSITION OF PROPOSALS

- A. 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.
- B. The County reserves the right to use any or all ideas presented. Selection or rejection of the proposal does not affect this right.
- C. The proposal may be withdrawn upon request by the proposer, without prejudice, prior to, but not after, the time fixed to receive proposals.

1.11 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. If the Proposer enters into direct contact with a County Official other than the County Purchasing Manager regarding this RFP prior to award.
- K. Utah County reserves the right to reject any or all proposals.

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 APPRAISER 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.

**SPECIFICATIONS
REAL ESTATE APPRAISAL SERVICES**

S.1 QUALIFICATIONS

The Appraiser shall be a Certified General Appraiser in the State of Utah.

S.2 STANDARD OF WORK

- A. All work shall be performed according to best industry practices and shall follow accepted appraisal methods.
- B. The lump sum per appraisal, and the hourly fee for court appearances, specified in Appraiser's Fee Proposal shall include travel and all other costs of performing the specified work.

S.3 LOCATIONS

All properties to be appraised shall be located in Utah County, Utah.

S.4 APPRAISALS

- A. Appraisals are to judge fair market values based upon fee takings and temporary and/or perpetual easements.
- B. Utah County shall, in a timely manner prior to the beginning of each project, provide right-of-way drawings, construction plans, and property descriptions as well as respond to any technical questions arising from the review of said plans.

S.5 REPORTS

The Appraiser shall produce 5 original-quality copies of the appraisal report for each property, and shall deliver said reports to the Utah County Public Works Department, 2855 South State Street, Provo, Utah 84606.

S.6 COURT APPEARANCE

In the event that Utah County cannot settle with one or more of the affected property holders, eminent domain action may become necessary. This may require a personal appearance by the Appraiser to defend their work before a judge. The Appraiser shall be paid on a per-hour basis for such work as set forth in the Appraiser's Fee Proposal.

S.7 OWNERSHIP

Utah County shall retain ownership of, and the Contractor shall have no claim whatsoever upon, the appraisal reports produced pursuant to this ITB. The Contractor may not distribute to other parties, in any form or manner, the appraisal reports produced pursuant to this ITB.

S.8 SCHEDULE

- A. It is anticipated that the appraisal work will be ordered by Utah County as the individual project timetables mandate, through December 31, 2022.
- B. The Appraiser shall complete all necessary work and shall deliver to Utah County a final appraisal report for each specified property within 30 days of Appraiser's receipt of the Notice to Proceed issued by Utah County for any specified property.

S.9 ANNUAL COST INCREASE

Appraiser may, upon written notice delivered to Utah County on or before November 1 of any year of the Agreement term, request an increase to the contract price 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, to be effective not sooner than January 1 of the following year of the Agreement term.

ATTACHMENT B

APPRAISER'S FEE PROPOSAL

Company Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

B.1 PROPOSED FEES

Residential Properties \$ _____ per parcel

Commercial Properties \$ _____ per acre

Court Appearance \$ _____ per hour

Note: For evaluation purposes, proposal costs will be evaluated based on an assumed quantity of 35 residential parcels, 10 commercial acres, and 5 hours of court appearances. These quantities are not an indication of actual work to be performed, but are for cost evaluation purposes only. Actual performance quantities will vary based on work authorized by County.

B.2 CERTIFICATION

I hereby certify that I have read, understand, and agree to all sections, Exhibits, and Attachments of this Request for Proposals. 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

Name (please print)

Title

Date

EXHIBIT 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 Appraiser 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)? If Yes, attach a written explanation. **YES NO**

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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: _____

EXHIBIT B

CERTIFICATE OF NON-COLLUSION

STATE OF UTAH) Request for Proposals
)SS for
COUNTY OF UTAH) Property Appraisal 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.

Signature

By: _____
Title: _____

Subscribed/sworn to before me this ____ day of _____ 2017 A.D.

My Commission Expires _____

Residing at _____

Seal

By: _____
Notary Public

EXHIBIT C
SAMPLE AGREEMENT

UTAH COUNTY AGREEMENT

THIS AGREEMENT is made and entered into by and between Utah County, a body corporate and politic of the State of Utah, located at 100 East Center Street, Provo, Utah 84606, hereinafter referred to as COUNTY, and the following hereinafter referred to as CONTRACTOR:

Name
Address
City State Zip

Contact Person:
Phone #:
Email:

WHEREAS, COUNTY desires to obtain and further to obtain said product(s) service(s) or product(s) and service(s) in accordance with Utah State Law; and WHEREAS, CONTRACTOR is willing to provide such product(s) service(s) or product(s) and service(s) for COUNTY in consideration of receiving such fees and other consideration as herein provided; NOW, THEREFORE, in consideration of such mutual promises set forth herein, the parties hereto agree as follows:

1. DESCRIPTION OF PRODUCT(S) SERVICE(S) OR PRODUCT(S) AND SERVICE(S)
In consideration of the compensation set forth in Section 2, CONTRACTOR agrees to provide or provide the product(s) service(s) or product(s) and service(s) as specified in CONTRACTOR's Proposal attached hereto as ATTACHMENT B, which attachment is incorporated herein by this reference.

2. COMPENSATION
In exchange for services listed in Section 1, COUNTY will:
pay CONTRACTOR \$ or compensate in accordance with the terms set forth in CONTRACTOR's Proposal attached hereto as ATTACHMENT B, or such other amount as modified in accordance with the terms hereof.

3. TERM
The term of this AGREEMENT shall commence upon execution hereof and shall terminate upon completion of the work specified, or until the following date, the 31st of December, 2022.

4. ATTACHMENTS
The following attachments are incorporated into this Agreement as if fully set forth herein:
[X] ATTACHMENT A: Utah County Standard Terms and Conditions
[X] ATTACHMENT B: CONTRACTOR'S Proposal
[] ATTACHMENT C: Special Provisions
[] ATTACHMENT D: Utah County Procurement Compliance
Except as explicitly modified by Special Provisions as set forth in ATTACHMENT C, any ambiguities or conflicting terms shall be resolved by granting full deference to the terms of Utah County's Standard Terms and Conditions as set forth in ATTACHMENT A.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed on this, the of , 20.

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH
WILLIAM C. LEE, Commission Chairman

ATTEST:
BRYAN E. THOMPSON
Utah County Clerk/Auditor

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

CONTRACTOR
By:

By: Deputy Utah County Attorney

ATTACHMENT A: UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR SERVICES

1. TERM

The term of this AGREEMENT shall commence upon execution hereof and shall terminate upon completion of the work specified herein, or until the date specified on the signature page of this AGREEMENT.

Termination of this AGREEMENT shall not terminate any warranty or other continuing obligation owed by CONTRACTOR as set forth herein.

2. EXTRA WORK

a. 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 this AGREEMENT or the attached CONTRACTOR's proposal (if any), but determined by Utah County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions which are radical, unforeseen, and completely beyond the control of the CONTRACTOR.

b. Miscellaneous items normally associated with the major work items included in this agreement, but which may not be specifically identified, shall be furnished by the CONTRACTOR as if they had been included in the agreement, without additional cost to COUNTY. After prior authorization of the County Commission in writing, payment for authorized extra work will be made by reimbursement for all direct and substantiated costs of labor, materials, and supplies used.

3. GOVERNING LAW

It is agreed that this AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Utah, and the ordinances of Utah County. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Provo in the Fourth Judicial District Court for Utah County

4. EMPLOYMENT STATUS VERIFICATION

CONTRACTOR 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. CONTRACTOR 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.

5. 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.

6. 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.

7. SUCCESSORS IN INTEREST

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

8. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, save, hold harmless, and defend at CONTRACTOR's own expense COUNTY, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, 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) CONTRACTOR'S, its subcontractors, agents or employees performance of this AGREEMENT or their provision of any services required herein to be performed by CONTRACTOR or its subcontractors, agents or employees, and (b) any act or omission of CONTRACTOR, or its subcontractors, agents or employees. CONTRACTOR shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of this AGREEMENT.

9. GOVERNMENTAL IMMUNITY

COUNTY is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann §§ 63G-7-101 to -904 (2011). COUNTY does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or comparable legislation enactment. The parties agree that COUNTY shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to

modify the limits set forth in that Act or the basis for liability as established in the Act.

10. NON-FUNDING CLAUSE

COUNTY intends to request the appropriation of funds to be paid for the services provided by CONTRACTOR under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, the COUNTY's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the COUNTY as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of CONTRACTOR, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void. If funds are not appropriated for a succeeding fiscal year to fund performance by COUNTY under this Agreement, COUNTY shall promptly notify CONTRACTOR of said non-funding and the termination of this Agreement, and in no event, later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by CONTRACTOR of applicable law shall constitute an event of default under this Agreement and CONTRACTOR shall be liable for and hold the COUNTY harmless and defend the COUNTY from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the COUNTY as a result of the violation. CONTRACTOR is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

12. CONFIDENTIALITY

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

13. PAYMENT

Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the CONTRACTOR will be remitted by mail unless paid by the COUNTY's Purchasing Card. CONTRACTOR shall accept payment by Purchasing Card without any additional fees.

14. TERMINATION

Unless otherwise stated in the Special Terms and Conditions, this Agreement may be terminated with cause by either party, in advances of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violation, after which the Agreement may be terminated for cause. Time allowed for cure will not diminish or eliminate CONTRACTOR's liability for damages. The Agreement may be terminated without cause, in advance of the specified expiration date, by either party, upon 60 days prior written notice being given the other party. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

15. FORCE MAJEURE

Neither party to this Agreement will be held liable for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The COUNTY may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

16. INDEPENDENT CONTRACTOR

a. CONTRACTOR states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his 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 CONTRACTOR. CONTRACTOR is not to be considered an agent or employee of COUNTY for any purpose, and the employees of CONTRACTOR 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 CONTRACTOR exclusively. It is further understood that CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR 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.

17. 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.

18. INSURANCE

- a. CONTRACTOR agrees to carry Commercial General Liability insurance coverage equal to or greater than \$2,500,000 per occurrence. This coverage shall provide liability insurance to cover the activities of CONTRACTOR including CONTRACTOR'S agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this contract. Prior to commencement of work, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY evidencing that CONTRACTOR has this insurance in place.
- b. Prior to commencement of work, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY evidencing that CONTRACTOR has Workers Compensation Insurance for the CONTRACTOR, all subcontractors, and all employees of the CONTRACTOR and/or subcontractors.

19. LEGAL

CONTRACTOR 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.

20. 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 the 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.

21. WARRANTY

CONTRACTOR 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 CONTRACTOR'S profession, and in conformance with the terms hereof.

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.