

UTAH COUNTY

RFP 2018-10

REQUEST FOR PROPOSALS FOR AN ECONOMIC DEVELOPMENT CONSULTANT

CLOSING DATE

FOR RECEIPT OF PROPOSALS: THURSDAY, MARCH 29, 2018

TIME: 12:00 Noon (Local Time)

PLACE: Office of the Utah County Purchasing Agent

100 East Center Street

Room 3600

Provo, Utah 84606

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1.0 INTRODUCTION

1.1 INTRODUCTION:

Utah County is seeking proposals from professional firms for Economic Development Services. The County's Economic Development Program shall be managed and conducted by the Contractor and shall provide for the promotion and development of activities relating generally to increasing employment and private sector capital investment in Utah County. Utah County has set aside \$140,000 annually for its Economic Development Program, and respondents should present proposals to fit within that budget.

It is preferable that the offeror be located within fifty miles of Utah County. All work performed regarding Economic Development pursuant to this RFP will be under the direction of the Board of County Commissioners.

1.2 TIMING:

The timeline for RFP submission, review and selection process is as follows:

Written questions due	Friday, March 23, 2018
Proposals due to the County	Thursday, March 29, 2018 - 12:00 noon local

Only written questions pertaining to the project will be accepted. Written questions should be submitted through the SciQuest website. Answers to all submitted questions will be available on SciQuest.

After the proposals have been received, selected proposers may be asked to present their proposals to the Evaluation Committee.

1.3 PROPOSAL SUBMISSIONS:

Interested parties shall submit one (1) unbound hard copy and five (5) bound hard copies of the proposal that include all information in the format outlined in this Request for Proposals (RFP). Hard copy proposals and supporting documentation must be submitted in a sealed package/envelope labeled "Proposal for Economic Development Consultant". Facsimile copies will not be accepted. Proposers may choose to provide additional sets of the proposal submitted and/or supplemental information if and when invited to do so for presentation purposes.

Proposals shall be delivered to the County on or before:

Date/Time: March 29, 2018, 12:00 noon. Mountain Time
To: **Robert Baxter, Utah County Purchasing Manager**
Utah County Clerk/Auditor Office
100 E. Center St, Suite 3600
Provo, UT 84606

Submitted proposals should follow all instruction requirements listed in this RFP document. Utah County assumes no responsibility for the delivery of mail or courier services and is not responsible for the failure of bids to be received by the required time. The receipt date and time are absolute. Late proposals will not be accepted except as set forth in Utah County Procurement Rules and Regulations. It is neither the County's responsibility nor practice to acknowledge receipt of any proposal as a result of the Request for Proposals process. It is the responder's responsibility to ensure that a proposal is received in a timely manner.

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.

Utah County reserves the right to make an award on the basis of greatest benefit to the County and not necessarily on the lowest price (or calculated cost to it). To meet the public need, the County reserves the right to accept or reject any or all proposals submitted. The County also reserves the right to accept part or all of a specific proposal, and reserves the right to select a single vendor or more than one vendor to provide a specific service.

During the evaluation process, Utah County reserves the right, where it may serve the County's best interests, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. The County reserves the right to retain all proposals submitted and to retain any ideas in a proposal regardless of whether a proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained within the Request for Proposals document.

2.0 OPPORTUNITY STATEMENT

2.1 THE OPPORTUNITY:

By means of this Request for Proposals (RFP), Utah County (County) is seeking to evaluate Economic Development Consultants capable of providing a full range of comprehensive Economic Development services for Utah County. The County invites proposals from qualified firms that have proven experience in Economic Development planning and execution and whose assistance has been successful in helping similar entities in their Economic Development.

2.2 THE COMMUNITY:

Utah County, incorporated in 1850, covers an area of approximately 2,143 square miles and is located in north-central Utah, immediately south of Salt Lake County, Utah. The terrain ranges from lake bed flatlands through low rolling hills to rugged mountains. Utah Lake, the State's largest body of fresh water is located in the center of the County. The County has an estimated 575,000 residents according to the Governor's Office of Planning and Budget, making it the second largest county by population in the State (out of 29 counties).

The City of Provo, incorporated in 1851, is the county seat of the County and is located approximately 50 miles south of Salt Lake City. The City of Provo estimates its population at 112,000, ranking the City of Provo as the State's third largest city (out of approximately 240 municipal entities).

Other cities and towns in the County are Alpine City, American Fork City, Cedar Fort Town, City of Cedar Hills, Eagle Mountain City, Elk Ridge City, Town of Fairfield, Town of Genola, Town of Goshen, Highland City, Lehi City, Lindon City, Mapleton City, City of Orem, Payson City, Pleasant Grove City, Salem City, Santaquin City, City of Saratoga Springs, Spanish Fork City, Springville City, Vineyard Town, City of Woodland Hills, and a portion of Draper City.

Provo has access to many natural attractions including Utah Lake, the Wasatch Mountains, and Mount Timpanogos, and is home to the Provo Canyon and Provo River which showcase the Bridal Veil Falls and Deer Creek Reservoir State Park.

Provo offers an array of unique assets and attractions. Provo is home to Brigham Young University (BYU), a world-renowned academic institution with a total enrollment of approximately 32,600. Additionally, Utah Valley University, located in nearby Orem, has an approximate enrollment of 33,200, and is growing at a strong rate.

Noteworthy historical and cultural attractions include many world-class festivals and events (i.e., Provo's Freedom Festival, WinterFest, and Sundance Film Festival), museums and galleries (BYU Earth Science Museum and the Museum of Art), performing arts groups (Utah Regional Ballet, Utah Valley Symphony, UVU arts, etc.) and the historic downtown area of Provo. Additionally, there are many recreational activities, including world class skiing, golfing, camping, hiking, biking, fishing and many shopping opportunities.

The County is governed by the Board of County Commissioners (Board), consisting of three persons, elected at large by voters in the County. A measure of continuity is provided in the Board by the election of the commissioners to four-year overlapping terms. Duties of the County Commissioners include the responsibility for all County affairs in general. The Board must approve and may revise the budget of any County department or elected official. The Board serves as the legislative body of the County and appropriates funds for the various County functions. The Board is the tax levying body, determining the necessary County property tax levy each year. The Board also licenses and regulates businesses, exhibitions, and recreation within the unincorporated County area. The Board is also the County Board of Equalization. As such, the Board makes whatever adjustments they deem appropriate in equalizing the assessments of property as determined by the County Assessor, subject to review by the Utah State Tax Commission. Other elected officials are the Assessor, Attorney, Clerk/Auditor, Recorder, Surveyor, Sheriff, and Treasurer.

3.0 GOALS AND OBJECTIVES

Utah County seeks to implement and manage an economic development plan to increase the level of economic activity in Utah County and increase the level of participation from municipalities and private entities within Utah County. The following are the goals and objectives of Utah County in issuing this RFP and entering into a contract with a private firm to administer the Economic Development Plan:

- Engage with local, national, and international businesses to showcase Utah County and attract new business to the County.
- Engage with site selectors to effectively market Utah County as the location of choice.
- Leverage existing assets in Utah County to maximize their marketability and attractiveness to outside businesses.
- Coordinate with Utah County municipalities and businesses to develop plans and strategies to attract new businesses and encourage the retention of existing businesses in the County.

4.0 SUBMISSION REQUIREMENTS

Contents of Proposal

The following information must be provided for consideration:

1. Introduction of the proposing firm stating qualifications pertinent to this project. In addition to Strategic Economic Development and Tourism experience, the firm should demonstrate experience in business location and recruitment services.
2. Resumes of project manager and team members. Certified Economic Developers (CEcD.) preferred.
3. Proposed scope of services, methodology, and proposed timeline that would begin in 2018.
4. List of similar recent projects and at least three references.
5. The successful firm should be readily accessible to Utah County for required meetings.
6. Cost of services shall be inclusive of all staffing and expenses. A list of costs may be provided for any additional services that may be requested by the County.

5.0 SELECTION PROCEDURE

The County Purchasing Manager will review all submissions and remove any that are non-conforming or non-responsive to the RFP. The Evaluation Committee may, at their sole discretion, limit the number of proposers who may be offered the opportunity to present their proposals to the County. Based on these interviews, information presented in the proposals, and any supplemental information requested, up to three finalists whose proposals best suit the needs of the County will be presented to the Board of County Commissioners to make the final selection. The County may elect to designate the Board of County Commissioners as the Evaluation Committee, in which case the #1 ranked proposal will be the selected proposal. Selections made by the Evaluation Committee and the Board of County Commissioners will be based upon the Selection Criteria as set forth in the RFP. The County will then enter into negotiations regarding an Agreement with the County.

The County reserves the rights to:

- Revise or extend this schedule at its sole option.
- Conduct pre-award discussion and/or pre-award contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all proposers prior to selection which could be open to the public; and make investigations of the qualifications of proposers as it deems appropriate, including, but not limited to, a background investigation conducted by law enforcement.
- Request that proposer(s) modify its proposal to more fully meet the needs of the County or to furnish additional information as the County may reasonably require.
- In its sole discretion, expand or reduce the criteria upon which it bases its final decisions regarding selection of a firm. The County reserves the right to reject any or all proposals or parts of proposals, to negotiate modifications of proposals submitted, and to negotiate specific proposal elements with a proposer into a project of lesser or greater

magnitude than described in this RFP or the proposer's reply.

- Negotiate any modifications to a proposal that it deems acceptable, waive minor irregularities in the procedures, and reject any and all proposals.
- Process the selection of the successful Proposer without further discussion.
- Waive any irregularity in any proposal, or reject any and all proposals, should it be deemed in its best interest of the County to do so. The County shall be the sole judge of proposers' qualifications and reserves the right to verify all information submitted by the proposers. The proposal selected will be that proposal which is judged to be the most beneficial to the County.

Selection Criteria

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. Each member of the Evaluation Committee will ordinarily rank all proposals from highest to lowest evaluation score, and the Evaluation Committee will compile the rankings of all members of the Evaluation 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 as the #1 ranked proposal. 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 same process will be repeated to rank the #2 and #3 ranking proposals. The Board of County Commissioners shall award the contract to one of the top three ranked offerors, or may elect to reject all proposals.

The criteria are not listed in any priority order. The Evaluation Committee and the Board of County Commissioners 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. Background and Qualifications. **40 Points.** The Evaluation Committee shall evaluate the expertise and experience of the firm and the qualifications of the staff.

B. Project Approach. **40 Points.**

C. Cost in relation to services. **20 Points.**

6.0 CONDITIONS, DISCLAIMERS AND DISCLOSURES

6.1 GENERAL REQUIREMENTS

Utah County will negotiate an agreement 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 definitive signed agreement with the awarded contractor.

It is vitally important that any person who signs a proposal or agreement on behalf of a vendor's organization certifies that he or she has the authority to so act. The successful vendor who has his/her proposal accepted may be required to answer further questions and provide further clarification of his/her proposal and responses.

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 shall have executed and delivered a definitive written agreement.

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 your response to 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 parties in any manner as having any legal effect whatsoever.

No oral modifications or amendments to this RFP or any resulting agreement shall be effective, but such may be modified or amended only by a written agreement signed by the parties. If it becomes necessary to revise any part of this RFP, an addendum will be provided to all who received an RFP.

6.2 INSPECTION AND ACCEPTANCE

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

6.3 INSURANCE

The vendor agrees to carry errors and omissions insurance with a minimum limit of \$2,500,000 per occurrence, or as modified by the risk manager pursuant to state statute during the term of an agreement with Utah County. This coverage shall provide liability insurance to cover the activities of vendor including vendor's agents and employees, and for all equipment and vehicles, public or private, used in the performance of an agreement with Utah County. The vendor shall furnish, with the proposal submission, a certificate of insurance evidencing that the vendor has insurance coverage equal to or greater than the above stated amounts.

The vendor shall be required to submit said certificate of insurance to Utah County in the minimum amounts indicted above before beginning work under an agreement with Utah County.

6.4 INDEPENDENT CONTRACTOR

Vendor 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 Utah County, and that any agreement resulting from this RFP is not exclusive of other agreements, contracts or opportunities.

The parties intend that an independent contractor relationship will be created by any agreement resulting from this RFP. Utah County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with vendor. Vendor is not to be considered an employee of Utah County for any purpose, and the employees of vendor are not entitled to any of the benefits that Utah County provides for County's employees. It is understood that vendor is free to contract for similar services to be performed for others while working under the provisions of any agreement with Utah County resulting from this RFP.

Both parties agree that vendor shall be deemed an independent contractor in the performance of any agreement resulting from this RFP and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, vendor 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.

6.5 INDEMNIFICATION

The vendor shall defend, indemnify, save and hold harmless Utah County, its officers, employees, and agents, from and against any and all claims, demands, causes of actions, 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 out of the performance of an agreement with County which is caused by any act or omission of vendor's officers, employees, agents or volunteers. The vendor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of any agreement with County.

6.6 PROPRIETARY INFORMATION

The vendor shall mark any specific 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.

6.7 TERMINATION

Any agreement resulting from this RFP may be terminated, without cause, or for any reason, by Utah County upon thirty (30) days written notice to the vendor, without prejudice to any other right or remedy Utah County may have.

Failure of the vendor to adhere to any of the performance requirements of any agreement resulting from this RFP shall be cause for immediate termination.

Any agreement resulting from this RFP may be terminated for any reason by the vendor upon ninety (90) days written notice to Utah County.

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

STATE OF UTAH) Request for Proposals
)SS for
COUNTY OF UTAH) Economic Development Consultant

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 proposal or potential agreement resulting therefrom.

Proposer's Signature

By: _____

Title: _____

Subscribed/sworn to before me this ____ day of _____ 2018

My Commission Expires _____

Residing at _____ Seal

By: _____

Notary Public

EXHIBIT 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 CONTRACT 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.