

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

REQUEST FOR PROPOSAL
for
DESIGN OF NEW ROADWAY
SALEM PARKWAY
“ELK RIDGE DRIVE CONNECTOR”
& DRAINAGE IMPROVEMENTS

RFP # 2018-9

CLOSING DATE
FOR RECEIPT OF PROPOSALS: March 21, 2018

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:
CONFERENCE 2:00 p.m. (Mountain Time)
Wednesday, March 7, 2018

PLACE: Utah County Public Works
2855 South State Street
Provo, Utah 84606

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1. REQUEST FOR PROPOSALS

1.1 INTENT

- A. Through this Request for Proposals (RFP), Utah County is seeking proposals from engineering firms (Engineer) to demonstrate qualifications, experience, and proposed approach for the design and engineering services required to prepare construction documents for the new roadway construction, its associated intersections, and drainage improvements of what will be known as Salem Parkway, as well as the extension of the existing street known as 400 North in Salem City. The new roadway is located between SR-198 on the south and SR-164 on the north, and is within the city limits of Salem. The Engineer will be required to implement into their design the terms and conditions specified by permit number SPK-2009-01357 issued by the Department of the Army and its supporting documents.
- B. In addition to the design and construction of the new roadway and its associated intersections, and drainage improvements, the affected city (Salem) and other utility entities may have utilities within the project limits that they may want improved or added. Said request may be included into the project at the request and expense of the city or entity requesting said work. If the city or entity chooses to have the Engineer provide design and construction documents for utility improvements, or the city or entity chooses to provide their own design for their utilities, the Engineer shall incorporate said design into the overall construction bid package. The County and the entity requesting the improvements would then enter into an interlocal agreement in which the entity requesting said improvements will agree to pay the expenses for said improvement which will then require a project modification between the County and the Engineer.
- C. 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.
- D. 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.
- E. This is a Request for Proposals only and should not be interpreted as a solicitation for services or as a contract for services.
- F. If an Engineer is selected pursuant to this RFP, an agreement will be executed, 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 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, March 7, 2018 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 FIVE (5) COPIES of its SEALED proposal to the Utah County Purchasing Manager. The envelope containing the proposal must be clearly labeled “SEALED PROPOSAL - DESIGN OF NEW ROADWAY SALEM PARKWAY ‘ELK RIDGE DRIVE CONNECTOR’ AND DRAINAGE IMPROVEMENTS RFP #2018-9”

The proposal must be delivered to
Utah County Purchasing Manager
100 East Center, Room 3600
Provo, Utah 84606

PROPOSALS ARE DUE MARCH 21, 2018 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 (Exhibit A).
 6. Completed Certificate of Non-Collusion (Exhibit B).
 7. A copy of the proposer’s current local business license.
 8. Proof of required insurance.
 9. Proposal may not exceed a total of fifty pages.

1.5 QUESTIONS AND CLARIFICATIONS

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

1. 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.

2. 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.

3. Cost: 30 points

Cost criteria include the 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.

4. 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.

TOTAL: 100 points.

B. 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.

- C. 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.
- D. The award recommendation will be based on the best evaluated proposal and shall constitute only a recommendation to the Board of County Commissioners.
- E. 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.
- F. The Purchasing Manager shall provide to the Board of County Commissioners the Evaluation Committee's recommendations, final tabulations and ranking of the offerors' proposals.
- G. All proposals are subject to the final review, evaluation and decision by the Board of County Commissioners of Utah County. The Board of County Commissioners shall award the contract to one of the top three ranked offerors, or may elect to reject all proposals.

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.

SPECIFICATIONS

S.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

S.2 STANDARDS:

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

S.3 GENERAL SCOPE

The Engineer shall design and prepare all necessary construction documents for the new roadway and its associated drainage for the entire stretch of the alignment, which shall be known as Salem Parkway, beginning at SR198 on the south and ending at SR164 on the north along with the associated intersections along this route. In addition, said design and construction documents shall include the extension of the existing street known as 400 North in Salem City along with its associated drainage from its current termination point to the new roadway alignment known as Salem Parkway. The Engineer will be required to evaluate and incorporate into the design and construction documents the terms and conditions specified by permit number SPK-2009-01357 issued by the Department of the Army and its supporting documents. These documents will be accessible to those interested in said project.

In addition to the before mentioned alignments and their associated intersections, the Engineer will be required to perform engineering services for the design and construction of improvements for the following intersection (1) SR198 at Elk Ridge Drive/Salem Parkway and (2) SR164 at 1600 West/Salem Parkway. A warrant study for the intersection of SR198 at Elk Ridge Drive/Salem Parkway has been completed by UDOT and it has been determined that it will meet the conditions for traffic signals with the construction of new roadway. The Engineer shall design and prepare all necessary construction documents essential for the implement of the traffic signals for SR198 at Elk Ridge Drive/Salem Parkway. This would include lane configuration improvements for each approach. It is the intent of this project to provide all improvements necessary for traffic signals to go into operation. In addition, the Engineer shall design the infrastructure for the placement of traffic signals along with lane configuration for each approach for the SR164 at 1600 West/Salem Parkway intersection. It is the intent of this project to place the underground improvements for SR164 at 1600 West/Salem Parkway intersection as well as any other improvements associated to this intersection that UDOT may allow to go in at this time. The Engineer shall coordinate the design and implementation of the intersection improvements with UDOT personnel and Utah County. Regarding the design of these intersections, preference may be given to those currently included in the UDOT General Engineering Services and Local Government Pool. This is the only portion of the project that will be required to meet UDOT standards and have UDOT approval and coordination in addition to Utah County approval.

It is the desire of Utah County to improve mobility as well as provide a safe route for traffic with this project. Please note that the major portion of the alignment, excluding the two intersections defined above, 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, excluding the two intersections which shall meet UDOT standards.

Other items that shall be reviewed, and recommendations and designs provided for, include but are not limited to: drainage mitigation/storm drain; structures; irrigation ditches and crossings; curb, gutter and sidewalk; various retaining walls; bike path/lane; various accesses and approaches; intersection construction; horizontal and vertical geometry; and traffic management such as signs, pavement markings, and automated traffic signals; ATMS; and utility improvements both private and public.

In addition to the general scope of work, the affected city (Salem) and other utility entities may have utilities within the project limits that they may want improved or added. Said request may be included as an Added Alternate and would be at the request and expense of the city or entity requesting said work. The city or entity may choose to provide their own design for their utilities in which case the Engineer shall incorporate said design into the overall construction bid package.

This project has limited funding and it is Utah County's desire to construct a new and safe roadway alignment from SR198 to SR164. Utah County is looking for an engineer that will provide innovative and creative designs that will be both effective and cost efficient and stay within the parameters of the approved alignment and other supporting design documents.

A.4 DESCRIPTION OF SERVICES

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

- Field Reconnaissance
- Preliminary Engineering
- Right-of-Way Acquisitions Documents
- Final Design
- Construction Documentation
- Bidding and Negotiation
- Construction Administration & Staking
- Project Meetings
- Public Involvement

1. Field Reconnaissance

The Engineer shall conduct a topographic survey of the proposed alignment along with 400 North extension and other affected roadways and intersections. The survey shall include enough length, both into existing roadways as well as along said existing roadways, to provide sufficient information as to design the intersection connections for the alignment. The survey shall include locating existing conditions and showing all elevations, observable landmarks such as 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, existing drainage features associated to storm water, general utilities including utility poles, driveways and other access approaches, intersections, traffic control devices such as signs within the project limits, and any other utilities information whether above or below ground which may impact the project. The field reconnaissance should be thorough enough to establish horizontal and vertical control and to create cross sections of the existing roadways and new roadway to help in

evaluation and design. Also, the field reconnaissance should include geotechnical services such as core samples to evaluate sub-surface soil conditions and groundwater conditions and to obtain native soil samples for laboratory testing and any other testing needed to evaluate the existing surface and sub-surface conditions to provide appropriate recommendations for treatment and construction of the new roadway throughout the project. Once field reconnaissance is complete, a digital terrain model shall be completed of existing conditions and data shall be mapped in AutoCAD.

The Engineer shall conduct required studies and associated coordination meetings with UDOT personnel to determine intersection improvements for (1) SR198 at Elk Ridge Drive/Salem Parkway and (2) SR164 at 1600 West/Salem Parkway. It should be known that SR 164 has a limited access line which will require the coordination and approval of UDOT for the new proposed Elk Ridge Drive/Salem Parkway intersection approaches. Once studies are complete, the Engineer shall provide the results and recommendations for implementation.

2. Preliminary Engineering

The Engineer shall prepare a preliminary roadway and drainage plan for the construction of the new roadway alignment of Salem Parkway and associated intersections and the extension of 400 North in Salem in accordance with Utah County requirements for review. The Engineer shall also prepare preliminary intersection designs for (1) SR198 at Elk Ridge Drive/Salem Parkway and (2) SR164 at 1600 West/Salem Parkway as determined by warrant studies and within accordance with UDOT directive. The preliminary set of plans shall be distributed in both electronic PDF format along with two full set paper copies to Utah County, Salem City, UDOT for their review which shall include the following services:

- 1) Title sheet, index of plans and other standard drawings.
 - 2) Develop the initial layout of the roadway plans including:
 - a. Edges of pavement, edge of shoulder, fill and cut slope catch points, Right-of-Way lines, project limits.
 - 3) Develop typical sections.
 - 4) Plan and profile sheets.
 - 5) Utility and ATMS sheets.
 - 6) Existing Right-of-Way Base map.
 - 7) Hydraulic, Drainage and Irrigation sheets (concept level).
 - 8) Traffic signals, signing, striping and lighting (concept level).
 - 9) Construction materials (concept level)
 - 10) Structure situation and layout sheets.
 - 11) Engineer's Estimate
- a. 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 and incorporate into construction drawings and contract documents.
- b. Right-of-Way Research
- The Engineer shall investigate and research deeds, subdivision plats, surveys, and Right-of-Way plats within the project limits for information regarding parcel ownership, deed restrictions, utility easements, etc. Information obtained through ROW research shall be incorporated into a Right-of-Way Base map along with the prepared engineering

drawings to identify the extents of easements or right-of-way needed for the project.

c. Preliminary Estimate

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

3. Right-of-Way Actions

The Engineer shall prepare all legal descriptions and Right-of-Way documents for use in acquisitions and recordings of the impacted parcels within the project limits. The Engineer will also obtain preliminary title reports from a title company, which shall be approved by Utah County, for the impacted parcels. The engineer shall provide preliminary documents for all property takes and easements and deliver them to Utah County for review and approval. After Utah County has completed review of said documents, the engineer shall gather and implements comments in preparing final documents and submit final documents to the County for acquisition.

The Engineer shall prepare a Right-of-Way Plan with exhibits 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 acquisitions for the project.

The Engineer shall be available throughout the acquisition and the design phase for field survey support. This includes joint meetings with Utah County and affected property owners. It also includes staking lines, corners, Right-of-Way or easements needed in clarifying impact to said properties.

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

4. Final Design / Construction Documentation

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

Final Design – Plans and Specifications

The Engineer shall prepare 30%, 60% and 100% Design Submissions for review and comment by Utah County. The design submissions shall be distributed in both electronic PDF format and along with two full set paper copies to Utah County, Salem City and UDOT. Design drawings shall be in AutoCAD format but shall be submitted in a PDF format for review. The Engineer shall also schedule and conduct a design development plan review meeting with each design submission. During these meetings the engineer shall take notes of comments which shall be considered and incorporated into the final design. In the development of the final design documents and the preparation of the Contract Plans and Specifications, the Engineer shall incorporate the comments from design development review meetings and the environmental document findings when performing the following:

- a. Roadway Design – Provide design plans and calculations for:
 - Title sheet, index of plans and other standard drawings.
 - Pavement Design
 - Construction/Materials layout
 - Cross Sections
 - Plan and Profile
 - Grading
 - Hydraulic, Drainage and Irrigation
 - Traffic Signal and ATMS
 - Street Lights
 - Roadway signing, Pavement markings
 - Minor and Major Structures
 - Utilities location identification and relocation
 - Prepare Design exceptions and Special provisions
 - Right-of-Way
 - Final Engineers estimate

- b. 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 such as providing plans and/or letters describing the project and its schedule to public or private utility companies.

- c. Mitigation Site Coordination – the Engineer shall be responsible to coordinate with and implement into construction documents the already accepted and approved mitigation plan as designed by PEC.

5. 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, construction/materials layout sheets, cross sections sheets, plan and profile sheets, grading sheets, hydraulic, drainage and irrigation sheets, traffic signal and ATMS sheets, street light sheets, roadway signing and pavement markings sheets, minor and major structure sheets, utility design sheets, design exceptions and special provision sheets, ROW sheets and descriptions, and any other detailed drawings, as well as an engineer’s estimate for the construction of the new roadway alignment and drainage of Salem Parkway and its associated intersections and the extension of 400 North Salem. Electronic drawing sheets to be submitted in AutoCAD and PDF format.

6. Bidding and Negotiation

The Engineer shall aid the County with contractor procurement including advertising the project and preparing addendums and answering questions 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.

7. 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 designed, 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 as built drawings in an electronic and paper form with all electronic drawing sheets being in AutoCAD and PDF format.

8. 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.

9. Public Involvement Coordination Plan

The Engineer shall provide a plan for providing public information to communities involved and to the general public. The Engineer shall attend public meetings/hearings with Utah County as required. The Engineer will meet with Utah County and the public to educate them of the proposed project along with any anticipated impacts to personal property or disruption to regular travel routes. The Engineer will assist Utah County in discussing with the impacted property owners about the Right-of-Way acquisition process and how the cost to restore disturbed areas is determined.

ATTACHMENT B

ENGINEER'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 the New Road Salem Parkway "Elk Ridge Drive Connector" & 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

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 Engineer License Number: _____
Federal Tax Identification Number: _____
D&B D-U-N-S Number: _____
How long has this company been in business: _____ Years, and _____ Months.

Officers authorized to execute contracts: _____

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

Brief History of the Company: _____

Are there any judgments, suits or claims pending against your company? If Yes, attach a written explanation. YES NO

Has your company operated under any other name (s)? If Yes, attach a written explanation. YES NO

PROPOSAL INFORMATION FORM Page 2

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

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

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

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

FINANCIAL REFERENCES

1. Bank Name & Address _____

Manager _____ Phone _____

2. Bank Name & Address _____

Manager _____ Phone _____

CLIENT REFERENCES

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

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

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

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

EXHIBIT B

CERTIFICATE OF NON-COLLUSION

STATE OF UTAH) Request for Proposals
)SS for
COUNTY OF UTAH) Design of the New Road Salem Parkway "Elk Ridge Drive Connector"
& 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 _____ 2018 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 Design of New Roadway Salem Parkway "Elk Ridge Drive Connector" & Drainage Improvements, and further to obtain said [] product(s) [] service(s) or [X] product(s) and service(s) in accordance with Utah State Law; and WHEREAS, CONTRACTOR is willing to provide such [] product(s) [] service(s) or [X] 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 [X] provide the [] product(s) [] service(s) or [X] 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 \$ _____
[X] 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 _____ of _____, 20__.

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
[X] ATTACHMENT C: Specifications
[] 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 _____, 2018.

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

NATHAN IVIE, Commission Chairman

ATTEST:
BRYAN E. THOMPSON
Utah County Clerk/Auditor

By: _____
Deputy

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

CONTRACTOR

By: _____
Deputy Utah County Attorney

By: _____

ATTACHMENT A: UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR PRODUCTS AND 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 product(s) purchased by COUNTY under this AGREEMENT that are defective, whether known or not known by COUNTY or CONTRACTOR, at the time of acceptance by COUNTY. 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. SALES TAX EXEMPTION

The COUNTY sales and use tax exemption number is _____. The tangible personal property or services being purchases are being paid from County funds and used in the exercise of that entity's essential functions. If the items being purchases are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in this Agreement. As such, CONTRACTOR shall not charge COUNTY sales tax for the product(s) purchased by this agreement.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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. The CONTRACTOR agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the COUNTY under this Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this AGREEMENT or CONTRACTOR'S proposal, attached hereto (if any). The CONTRACTOR (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not

applicable to this Agreement unless otherwise specified and mutually agreed upon elsewhere in this Agreement. In general, the CONTRACTOR warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the COUNTY has relied upon the CONTRACTOR's skill or judgment to consider when it advised the COUNTY about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the COUNTY has not been warned. Remedies available to the COUNTY include the following: The CONTRACTOR will repair or replace (at no charge to the COUNTY) the product whose nonconformance is discovered and made known to the CONTRACTOR in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the CONTRACTOR will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the COUNTY may otherwise have under this Agreement.

23. DELIVERY

Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the CONTRACTOR. Responsibility and liability for loss or damage will remain with CONTRACTOR until final inspection and acceptance when responsibility will pass to the COUNTY except as to latent defects, fraud, and CONTRACTOR's warranty obligations.

24. COUNTERPARTS AND FACSIMILE SIGNATURES

This AGREEMENT may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.

25. 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.