

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

REQUEST FOR PROPOSAL
for
**VARIOUS ENGINEERING AND CONSTRUCTION
MANAGEMENT SERVICES IN CONNECTION
WITH EMERGENCY WATERSHED PROTECTION
PROGRAM – RECOVERY**

RFP # 2019-5

CLOSING DATE
FOR RECEIPT OF PROPOSALS: March 22, 2019

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

- A. Through this Request for Proposals (RFP), Utah County is hereby soliciting professional qualifications from all qualified engineering firms (Engineer) to provide design solutions and implementation standards as well as perform construction management services for multiple areas affected by Bald Mountain and Pole Creek wildfires by utilizing the Natural Resources Conservation Service (NRCS) provided Damage Survey Reports (DSR) for the Emergency Watershed Protection Program (EWP) – Recovery herein provided and labeled as Exhibit D as a guide and basis for applicable areas deemed under threat of possible sediment and debris flows. These areas are located throughout Utah County and will require performance of various engineering and construction management services in a variety of fields including but not limited to design services, geotechnical engineering, hydrologic modeling, design surveys, environmental assessments and studies, dam assessments and planning, conservation planning, design reviews, architectural and structural designs, technical document development and construction management services.
- B. As illustrated in the DSRs, there are multiple jurisdictions that were affected by the wildfires and are under threat of possible sediment and debris flows. These affected jurisdictions may or may not choose to use the selected Engineer from this proposal. However, Utah County is requesting the Engineer to evaluate each site associated with its DSR Number and to provide an estimated cost for design solutions and implementation standards as well as an estimated cost for construction management services. Based on available funds, sites may or may not be chosen for implementation. If the city or entity chooses to have the Engineer provide design solutions and implementation standards as well as construction management services for affected sites, the County and the entity requesting said services would then enter into an interlocal agreement in which the entity requesting said services would agree to pay the expenses for said services which may require a contract modification between the County and the Engineer.
- C. Work shall not commence until receipt of funds from NRCS at which point Engineer will be required to commence design solutions and implementation standards and construction management services within specified funding requirements and deadline as outlined in the EWP (time frame of acceptance of funds to completion date is 220 days).
- D. 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.
- E. 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.
- F. This is a Request for Proposals only and should not be interpreted as a solicitation for services or as a contract for services.
- G. 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 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 - VARIOUS ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES IN CONNECTION WITH EMERGENCY WATERSHED PROTECTION PROGRAM – RECOVERY RFP # 2019-5”.

The proposal must be delivered to

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

PROPOSALS ARE DUE MARCH 22, 2019 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 per site associated with its DSR Number 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.

1.4 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.

1.5 ACCEPTANCE OF PROPOSAL

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

1.6 DISQUALIFICATION OF PROPOSAL

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

- A. Failure to respond within the established timetable.
- B. Failure to completely answer all questions presented in the RFP.
- C. Use of any type of form or format other than those indicated in the RFP.
- D. Failure to provide requested documentation at the time of proposal submission.
- E. Illegible responses.
- F. If the Proposer adds any provisions reserving the right to accept or reject an award or to enter

into an agreement pursuant to an award, or any other unauthorized conditions, limitations or provisions.

- G. If the Proposer is unable to evidence a satisfactory record of integrity.
- H. If the Proposer is not qualified legally to contract.
- I. If the proposal at the opening does not contain a signed proposal, and a signed certificate of non-collusion.
- J. Utah County reserves the right to reject any or all proposals.

1.7 DISPOSITION OF PROPOSALS

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

1.8 STATEMENT OF QUALIFICATIONS

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

1.9 TERMINATION OR DEBARMENT CERTIFICATIONS

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

1.10 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 as well as the ability to meet the work deadline once authorized to proceed.
 - 2. Previous Work: 30 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: 20 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.

1.11 GENERAL

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

1.12 INTERPRETATION OF RFP

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

part of the provisions hereof.

1.13 PROPRIETARY INFORMATION

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

1.14 RULES OF PROCUREMENT

- A. This procurement shall conform to and is governed by The Utah County Division of Purchasing, Procurement Rules and Regulations.
- B. For this procurement, all proposals must be submitted in the proposal format outlined herein.
- C. All prospective Proposers must meet the required criteria as of the date of submission. Respondents must provide all information requested in the Proposal Information Form.
- D. Utah County has established certain requirements with respect to proposals to be submitted by respondents. The use of "shall", "must", or "will", in this RFP indicates a requirement or condition from which a material deviation will not be approved by Utah County.

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) 851-8602
Email Address	glent@utahcounty.gov

S.2 STANDARDS:

The provided design packages shall comply with all applicable Utah County, APWA and AASHTO design and construction standards, specifications, rules, regulations and practices. In addition, designs shall be in accordance with the NRCS policy as stated in the General Manual, National Engineering Manual, National Handbook of Conservation Practices and technical references found in the Technical Releases, Technical Notes and National Engineering Handbooks. Additional references and guidelines pertinent to the design may include resources from ASTM, ACI, ASCE, ICC, AWWA, USACE, USBR, or other government or industry sources. Other professional standards considered current standard industry practice can be used with Utah County concurrence.

S.3 GENERAL SCOPE

The Engineer is to provide design solutions and implementation standards as well as perform construction management services for multiple areas affected by Bald Mountain and Pole Creek wildfires by utilizing the Natural Resources Conservation Service (NRCS) provided Damage Survey Reports (DRS) for the Emergency Watershed Protection Program (EWP) – Recovery herein provided and labeled as Exhibit D as a guide and basis for applicable areas deemed under threat of possible sediment and debris flows. These areas are located throughout Utah County and will require performance of various engineering and construction management services in a variety of fields including but not limited to design services, geotechnical engineering, hydrologic modeling, design surveys, environmental assessments and studies, dam assessments and planning, conservation planning, design reviews, architectural and structural designs, technical document development and construction management services.

As illustrated in the DSRs, there are multiple jurisdictions that were affected by the wildfires and are under threat of possible sediment and debris flows. These affected jurisdictions may or may not choose to use the selected Engineer from this proposal. However, Utah County is requesting the Engineer to evaluate each site associated with its DSR Number and to provide an estimated cost for design solutions and implementation standards as well as an estimated cost for construction management services. Based on available funds, sites may or may not be chosen for implementation. If the city or entity chooses to have the Engineer provide design solutions and implementation standards as well as construction management services for affected sites, the County and the entity requesting said services would then enter into an interlocal agreement in which the entity requesting said services would agree to pay the expenses for said services which may require a contract modification between the County and the Engineer.

Work shall not commence until receipt of funds from NRCS at which point Engineer will be required to commence design solutions and implementation standards and construction management services within specified funding requirements and deadline as outlined in the EWP (time frame of acceptance of funds to completion date is 220 days).

The Engineer shall design and prepare all necessary construction documents for the selected sites associated with its DSR number essential for the implementation of the chosen design. 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. The Engineer will also be responsible for construction management and technical documentation.

Funding will be limited to the allotment granted by the NRCS or EWP program and match required. It is Utah County's desire to stay within those limits while still implementing as many possible corrective measures as funding will allow. Utah County is looking for an engineer that will provide innovative and creative designs that will be both effective and cost efficient.

A.4 DESCRIPTION OF SERVICES

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

- Design Services
 - Plan of Work
 - Supporting Documentation
 - Preliminary Design
 - Final Design
- Construction Management Services
 - Bidding and Negotiation
 - Construction Administration
- Public Involvement Coordination Plan

1. Design Services

The work will be completed by a Licensed Professional Engineer registered in the state of Utah. Investigation work shall be completed by individuals qualified in accordance with the appropriate NRCS standard or document. Tasks may include, but are not limited to: design surveys; engineering investigations (i.e. geotechnical, hydrologic, hydraulic); preparation of design folders and reports; preparation of construction plans, construction specifications, and material specifications; preparation of cost estimates; preparation of bid schedules, preparation of construction performance times; preparation of quality assurance plans, preparation of operations and maintenance plans, engineering support during construction for a variety of project types, design and implementation of energy practices. Designs shall be in accordance with the NRCS policy as stated in the General Manual, National Engineering Manual, National Handbook of Conservation Practices and technical references found in the Technical Releases, Technical Notes and National Engineering Handbooks. Additional references and guidelines pertinent to the design may include resources from ASTM, ACI, ASCE, ICC, AWWA, USACE, USBR, or other government or industry sources. Other professional standards considered current standard industry practice can be used with Utah County concurrence.

Projects will be located within various portions of Utah County. The typical project could require knowledge and experience in all aspects of design for the various types of projects including but not limited to construction of foundations (bearing capacity, consolidation, etc.), earthwork, earthen embankments, reinforced concrete structures, automated and manual water control gates, rock riprap or gabion placement, timber structures, steel structures, structural fabrication, pipe conduits (concrete, steel or metal, or plastic), timber, steel and concrete piling, sheet piling, channel bank stabilization measures, ditch blocks, grade stabilization structures, earthen divisions, grassed waterways, lined waterways, new floodwater retarding structures, grade stabilization, multi-purpose dams, and rehabilitation of flood control and water retention dams and other watershed structures.

The work may involve the following disciplines: Structural, Civil, Geotechnical, Hydraulic, Hydrologic, Mechanical, Electrical, Structural and Environmental Engineering. The Engineer will be required to interpret hydrologic and hydraulic reports as well as geotechnical reports and accurately apply the data to the design of the project measures

The design may consist of part or all of the following phases: Phase

1 - Plan of Work

Review the project documents and make necessary field visits in order to prepare a detailed plan of work to describe the scope and intensity of investigations necessary to accomplish the assigned work. The Engineer shall review all available existing technical documents/reports, findings from any previous work that may have been completed. The plan shall identify the objectives of the proposed work, identify the tasks necessary to accomplish the work, determine which existing data can be utilized, determine what additional data will need to be obtained, set a schedule for completing each task, and determine the cost of accomplishing each task. Previously completed investigations and/or data will be identified in each task order.

Phase 2 - Supporting Documentation

Develop the necessary data to design the identified project: i.e. perform field surveys (i.e. topographic, bathymetric, planimetric, magnetometer, horizontal and vertical control surveys), mapping; geologic investigations; seismic loadings; obtaining field samples; performing field and laboratory testing; preparing geology and soil mechanic reports; identifying borrow sources if necessary; and collecting basic hydrologic data and parameters. Investigation and evaluation of existing features shall be performed as necessary.

The Engineer shall prepare all legal descriptions, right of entry forms and deed 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 required 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 implement comments in preparing final documents and submit final documents to the County for acquisition. 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 deed lines, corners, or easements needed in clarifying impact to said properties.

Phase 3 - Preliminary Design

Develop preliminary design of project in accordance with NRCS policy as stated in the General Manual, National Engineering Manual, National Handbook of Conservation Practices and technical references found in the Technical Releases, Technical Notes and National Engineering Handbooks. Structural design may include embankments, concrete; roller compacted concrete and so on. When completing work for the dam assessments, the breach inundation map, a streamflow diversion plan, and preliminary drawings, specifications, estimated quantities and construction cost estimate shall be prepared. Support the preliminary design by test data, calculations, hydrology, geologic, geotechnical, structural, hydraulic and dimensional calculations, and design drawings.

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

Phase 4 - Final Design

Prepare final design, design report, detailed construction drawings, specifications for construction and materials, material quantities, bid schedule, cost estimates, construction schedule, inspection plan and first filing plan, if applicable. The design report shall document all pertinent engineering analyses performed and shall include all calculations, assumptions and decisions made during the design process. Prepare a quality assurance plan for construction. Prepare operation and maintenance standards Final construction drawings shall be prepared in accordance with NRCS/Utah County CAD standards and using the currently approved version of CAD available to Utah County.

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 full set paper copies to Utah County as requested. 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 submitting the design submissions.

2. Construction Management Services

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 that includes the design solutions and implementation standards. Electronic drawing sheets to be submitted in AutoCAD and PDF format. The Engineer will be required to participate in the advertising, bidding and selection process to procure a contractor. The Engineer will be responsible for construction administration and documentation throughout the project including project meetings, minutes, agendas, etc.

Phase 1 - Bidding and Negotiation

The Engineer shall work with Utah County and other project stakeholders to design and prepare a complete bidding package which may be by individual site (DSR number) or as a group due to location or type of work. 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.

Phase 2 - Construction Administration

The County shall require Engineer's services during construction of the projects. The Engineer shall provide a cost estimate for each site associated with its DSR Number to implement, construct and provide construction management services for the duration of the projects. 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, holding weekly project meetings including agendas and minutes of meetings, and retaining technical documentation as required by NRCS policy. 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.

3. Public Involvement Coordination Plan

The Engineer shall provide an estimated cost for appropriate public involvement coordination for each site associated with its DSR Number. The estimated cost shall be based on a plan for providing public information to communities involved and to the general public and attending public meetings/hearing with Utah County. The Engineer will meet with Utah County and the public to educate them of the proposed projects and any anticipated impacts to personal property or disruptions.

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. There are currently seven DSR designated sites that should be bid. These include 5122-001, 5122-002, 5122-003, 5122-004, 5122-005, 5122-006, and 5122-007.

Example of cost proposal layout:

DSR Number 5122-001 Santaquin/Crooked Canyon

- | | |
|---|----------|
| a. Design Services | \$ _____ |
| b. Construction Management Services | \$ _____ |
| c. Public Involvement Coordination Plan | \$ _____ |

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 Various Engineering and Construction Management Services in Connection with Emergency Watershed Protection Program – Recovery. 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 Proposals for Various Engineering and Construction
 Management Services in Connection with Emergency Watershed
 Protection Program – Recovery

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 _____ 2019 A.D.

My Commission Expires _____

Residing at _____

Seal

By: _____

Notary Public

EXHIBIT C
SAMPLE AGREEMENT

AGREEMENT FOR ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES

This agreement is dated this _____ day of _____ 2019, between **UTAH COUNTY**, a political and corporate body of the State of Utah, (the “**COUNTY**”), and [**Engineering Firm**], [Address of Business] (“**ENGINEER**”).

As a result of multiple areas affected by the Bald Mountain and Pole Creek Fires, the COUNTY desires to obtain engineering and construction management services as defined in this agreement and in accordance with Utah State Law. ENGINEER is willing to provide such engineering and construction management services to the COUNTY. **NOW, THEREFORE**, the parties agree to the following terms:

1. DESCRIPTION OF WORK

A. Work to be provided by ENGINEER:

In consideration of the compensation set forth in Section 2, ENGINEER agrees to provide engineering and construction management services to the COUNTY as set forth in the Scope of Work attached as Schedule A and ENGINEER’s Cost Proposal and Fee Schedule attached as Schedule B. Both schedules are incorporated by this reference.

B. Work to be provided by the COUNTY:

- i. Coordinate and facilitate adjacent land owner meetings
- ii. Timely review and approve project design criteria
- iii. Submit and pay for required permit applications utilizing documentation provided by ENGINEER
- iv. Conduct right-of-way and easement negotiation and acquisition utilizing documentation provided by ENGINEER
- v. Pay project advertisement and associated fees

2. COMPENSATION

In exchange for services listed in section 1, the COUNTY will compensate ENGINEER as set forth in Schedule B for items accepted by the COUNTY which conforms to the Scope of Work in Schedule A.

3. AMENDMENTS

No oral modifications or amendments to this agreement are effective. This agreement may only be modified or amended by a written agreement signed by both parties.

4. ALTERATION OF SPECIFICATIONS OR CHARACTER OF WORK

The Board of County Commissioners of Utah County, after recommendation by the County Public Works Director or its designee, reserves the right to make, at any time during the term of

this agreement, such increases or decreases in quantities and such alterations in the details of the work, and the elimination of one or more items as may be found necessary or desirable and to adjust the contract price accordingly by change order. Such alterations will not be considered as a waiver of nor release of any surety. ENGINEER agrees to accept the specifications as altered the same as if it had been a part of the original agreement. ENGINEER shall proceed with the work alterations when ordered in writing. Financial increases to this agreement must be approved by the Board of County Commissioners before additional work is authorized and constructed.

5. ASSIGNMENT

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

6. AUTHORITY OF THE BOARD OF COUNTY COMMISSIONERS OF UTAH COUNTY AND THE COUNTY PUBLIC WORKS DIRECTOR

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

B. The COUNTY will have the authority to issue a written order to suspend work wholly or in part due to the failure of ENGINEER to: (i) correct conditions unsafe for ENGINEER's employees or subconsultants, or unsafe for the general public; or (ii) carry out provisions of this agreement. In addition, the COUNTY may suspend work wholly or in part due to: (i) periods of unsuitable weather; (ii) conditions unsuitable for the progress of the work; or (iii) for any other condition or reason deemed to be in the public interest. Written orders will state the reason for suspension.

7. EMPLOYMENT STATUS VERIFICATION

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

8. EXTRA WORK

Extra work shall be undertaken only when previously authorized in writing by the COUNTY. Extra work is defined as additional work which is neither shown nor defined in the Specifications. Miscellaneous items normally associated with the major work items shown, but which may not be

specifically shown, must be furnished by ENGINEER as if they had been shown, without additional cost to Utah County.

9. INDEMNIFICATION

- A. To the fullest extent permitted by law, ENGINEER shall indemnify the COUNTY and the COUNTY's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and consultants in the performance of ENGINEER's services under this agreement.
- B. To the fullest extent permitted by law, the COUNTY shall indemnify ENGINEER, ENGINEER's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including, but not limited to, reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other disputes resolution costs) caused by the negligent acts or omissions of the COUNTY or COUNTY's officers, directors, partners, employees, and consultants with respect to this Agreement.

10. INDEPENDENT CONSULTANT

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

11. INSPECTION AND ACCEPTANCE

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

12. INSURANCE

- A. ENGINEER agrees to carry a combination of Professional Services Liability insurance coverage and umbrella liability of amounts equal to or greater than \$3,000,000 per occurrence and \$3,000,000 aggregate. This coverage shall provide liability insurance to cover the activities of ENGINEER and ENGINEER's agents, employees, and subconsultants, and for all equipment and vehicles, public or private, used in the performance of this agreement. ENGINEER must provide a Certificate of Insurance to the COUNTY evidencing that ENGINEER has this insurance in place and must maintain the insurance for the duration of this agreement.
- B. ENGINEER will furnish a Certificate of Insurance to the COUNTY evidencing that ENGINEER has Workers Compensation Insurance for the ENGINEER, all subconsultants, and all employees of the ENGINEER.

13. INTERPRETATION OF AGREEMENT

The invalidity of any portion of this agreement will not prevent the remainder from being carried into effect. Whenever the context of any provision will 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.

14. LEGAL

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

15. NO PRESUMPTION

Should any provision of this agreement require judicial interpretation, the court interpreting or construing this agreement should not apply a presumption that the terms will be more strictly construed against one party over the other 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 of this agreement.

16. NOTICES

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

17. PAYMENTS

- A. ENGINEER will submit timely invoices for services provided to the COUNTY. Upon verification of the validity of an invoice, County will pay ENGINEER within 30 calendar days of receipt of the invoice.
- B. Payment will be based upon verification of the actual quantities accepted by the COUNTY which comply with these specifications.

18. TERM

The term of this agreement commences upon the date of signing and will terminate upon completion of the specified work, or unless terminated sooner in accordance with the provisions of this agreement.

19. TERMINATION

- A. The agreement may be terminated for any reason by the COUNTY upon 30 days written notice to ENGINEER, without prejudice to any other right or remedy the COUNTY may have.
- B. Failure of ENGINEER to adhere to any of the performance requirements of the agreement may be cause for termination without prior notice.
- C. The agreement may be terminated for any reason by ENGINEER upon 60 days written notice to the COUNTY.

20. QUALITY OF WORK

ENGINEER represents that all services furnished under this agreement will be of good quality, reasonably free from errors and omissions, and in conformance with this agreement and ENGINEER's professional standard of care. All services not conforming to the forgoing requirements may be considered faulty, defective, or non conforming. Faulty, defective, and nonconforming services will be corrected at ENGINEER's sole expense.

21. SUCCESSORS IN INTEREST

This agreement is binding upon the heirs, successors, administrators, and assigns of each of the parties thereto.

22. ENTIRE AGREEMENT

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

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

**BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH**

William C. Lee, Chairman

ATTEST:
AMELIA A. POWERS
County Clerk/Auditor

By: _____
Deputy Clerk/Auditor

APPROVED AS TO FORM:
DAVID O. LEAVITT
Utah County Attorney

By: _____
Deputy County Attorney

ENGINEER

By:

EXHIBIT D

DAMAGE SURVEY REPORTS