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

REQUEST FOR PROPOSAL

for

GENERAL ENGINEERING SERVICES

RFP # 2026-18

CLOSING DATE FOR RECEIPT OF PROPOSALS:	Wednesday, November 25, 2026
TIME:	3:00 p.m. (Mountain Time)
PLACE:	Proposals are to be submitted through the State U3P website, using the Bonfire (EUNA) eProcurement platform.

NOTE: The Contractor is responsible for reading the contents of this bid, including but not limited to, the Scope of Work, General Requirements, Specifications, the Drawings and Agreement. The Contractor is also responsible to visit the work sites before presenting a bid.

Privacy Notice: Pursuant to Section 63A-19-402 of Utah Code, personal data collected in documents that would be classified as a public record may be made available to the public as provided by Section 63G-2-201.

Utah County
HEART of UTAH

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1. REQUEST FOR PROPOSALS

1.1 INTENT

Through this Request for Proposals (RFP), Utah County is seeking proposals from qualified Engineering Firms to provide general engineering services for various construction projects, which may vary in complexity, on an as-needed, on-call basis and include but not be limited to roadways, bridges, parkways and trails, drainage improvements, stream rehabilitation, etc. The intent is to select one or more engineering firms to complete selected projects over the next five-year period as constraints allow and funding becomes available. Based upon the evaluation of the proposals, Utah County may choose at its discretion to award to multiple Engineering Firms an ongoing contract.

Responses to this RFP should include details about experience, key personnel, subcontractors and reference contacts as described herein. Utah County intends to compare and evaluate all qualifying submittals and select the most qualified firms based on proposal content.

This is a Request for Proposals only and should not be interpreted as a solicitation for services or as a contract for services. Submittals should be comprehensive, concise, and directly responsive to the goals and format as outlined in this RFP.

If a firm or individual is recommended pursuant to this RFP, an agreement will be executed with Utah County, a sample copy of which is included herein as Exhibit C. **The County will not entertain changes to its Standard Terms and Conditions.** The agreement is expected to have an initial term of five (5) years beginning January 2027 with an option to renew for another five (5) years. However, the County has the right to terminate the contract for its convenience at any time.

1.2 PROCEDURE

A. The procedure for response to this RFP, evaluation of proposals, and selection will be 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 firm or individual will enter into an agreement with the County.

1.3 RULES OF PROCUREMENT

A. This procurement shall conform to and is governed by The Utah County Division of Purchasing, Procurement Policy.
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.

1.4 PROPOSAL SUBMISSION

Each respondent must submit its proposal digitally through the U3P website using the State of Utah's Bonfire (EUNA) account. The proposal must be submitted by **Wednesday, November 25, 2026, at 3:00pm**.

1.5 PROPOSAL ORGANIZATION

A. The proposal must include the following information in a form not to exceed 25 pages:
    1. Proposer's Statement of Qualifications
        a. Each Proposer shall provide a statement of qualifications. This shall be a short document that indicates the experience and qualifications of the Proposer and key personnel that will be performing the specified services herein to help ensure the project's success. It should include resumes of the key personnel, copies of applicable licenses and certifications of the key personnel.
        b. If applicable, each Proposer shall include a list of subcontractors expected to be used and their expertise and references for similar situations where the subcontractors provided services.

    2. Proposer's Project Experience
        a. Each Proposer shall include a minimum of three (3) examples of similar projects that have been completed by the Proposer and the key personnel as they relate to the Scope of Services Section S.2, Additional Services Section S.3, and Description of Services Section S.4. Information about similar projects should include starting and completion dates, project size, who the work was performed for at the time including name, address, telephone number and contact person, and what the responsibility of the Proposer was on the project.

    3. Proposed Work Plan
        a. Provide a detailed and comprehensive description of how the Proposer intends to provide the services requested in this RFP. This description shall include, but not be limited to: how the project(s) will be managed and scheduled, how and when data will be delivered to the County, communication and coordination, the working relationship between the Proposer and County staff, and the Proposer's general philosophy in regards to providing the requested services.

4. Fee Proposal

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

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. Termination or Debarment Certification

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

1.6 PROPRIETARY INFORMATION

The Proposer 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. Notwithstanding the foregoing, Utah County may disclose any information or record as required by law.

1.7 QUESTIONS AND CLARIFICATIONS

All questions regarding this RFP must be submitted through the Utah Procurement Place (U3P) Bonfire website or to the Utah County Purchasing Manager, Robert Baxter, at Purchasing@utahcounty.gov. All questions and answers will be posted to the Bonfire website to allow all prospective proposers to have access to the same information. The deadline for submission of questions is seven (7) business days prior to the closing date.

1.8 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.

1.9 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.

1.10 DISPOSITION OF PROPOSALS

A. All proposals (and the information contained therein) shall become the property of Utah County. No proposal shall be returned to the respondent regardless of the outcome of the selection process.
B. The County reserves the right to use any or all ideas presented. Selection or rejection of the proposal does not affect this right.
C. The proposal may be withdrawn upon request by the respondent, without prejudice, prior to, but not after, the time fixed to receive proposals.

1.11 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.

1.12 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:
    Proposer's Statement of Qualifications: 25 points
    Proposer's Project Experience: 20 points
    Proposed Work Plan: 30 points
    Fee Schedule: 25 points

TOTAL: 100 points.

B. Evaluation Committee members shall not confer with any Proposer. If information or clarification is needed regarding the RFP, the prospective Proposers 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 through the Bonfire platform. 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. Once the individual committee members have completed their evaluations, the Evaluation Committee will meet together to finalize their scoring.

1.13 AWARD OF CONTRACT

A. After taking into consideration the Evaluation Committee's recommendations, tabulations, and rankings, the Board of Utah County Commissioners shall either award the contract to the top-ranked Proposer(s) or may elect to reject all proposals.
B. The Board of Utah County Commissioners may make the awarding of a contract subject to further negotiations and modifications deemed to be in the best interest of the County, and the award of contract shall be subject to the County and the Proposer entering into a contract acceptable to the County. An individual contract will be required for the selected Proposer.

1.14 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 Proposers. Responding to the RFP does not obligate Utah County to enter into any agreements or contracts.
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.

1.15 ANNUAL COST INCREASE

Proposers may, upon written notice delivered to Utah County on or before November 1 of any year of the Agreement term, request an increase to the contract price by a percentage equal to the percentage increase which occurred in the Consumer Price Index (defined as the Consumer Price Index, All Urban Customers (CPI-U) U.S. City Average, All Items, or a similar index if this index is discontinued) during the preceding one year period, not to exceed three percent (3%) per year, to be effective not sooner than January 1 of the following year of the Agreement term.

GENERAL REQUIREMENTS

Alteration of Plans or Character of Work

The County reserves the right to make at any time during the progress of any particular service, such increases or decreases in quantities and such alterations in the details of the service, and the elimination of one or more items as may be found necessary or desirable. The Contractor agrees to accept the service as altered the same as if it had been a part of the original agreement. The Contractor shall proceed with the service alterations when ordered in writing from the County. **Financial increases to the various service must be approved in writing through an amendment or a change order to the specific service and/or through an additional approved Utah County Purchase Order in the amount of the additional service before the service is authorized and can be completed.**

Cooperation

Utah County intends to encourage cooperation with any Owner, Architects, Engineers, Supplier, Contractor and its subcontractors. The objectives are effective and efficient agreement performance, intended to achieve completion within budget, on schedule, and in accordance with the Drawings and Specifications.

Alternative dispute resolution (ADR) methodologies will be encouraged in place of the more formal dispute resolution procedures. ADR in this context is intended to be a voluntary, non-binding procedure available for use by the parties to this Agreement to resolve any dispute that may arise during performance.

Insurance

The insurance required by the Utah County Standard Terms and Conditions shall name "Utah County, 100 East Center, Provo, Utah 84606" as a Certificate Holder.

The Contractor shall file as requested any and all required certificates of insurance with the Utah County Public Works Department in a timely manner prior to commencing any work.

Keys

If it becomes necessary for the County to issue the Contractor a key to County locks, final payment to the Contractor will be held until the key has been returned and documented. It is illegal to duplicate County keys.

Legal

The Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.

License

The Contractor shall have a current "Business License", issued by the county or city in which the Contractor's business is located, and shall provide proof of such license prior to the commencement of said work.

The Contractor and subcontractors shall have the appropriate licenses needed to perform the services in this State. The Contractor shall provide proof of such license prior to the commencement of said work.

Payment

Payment shall be required in the manner prescribed in the Utah County Standard Terms and Conditions. All bills must be signed and dated by both the Contractor and an authorized representative from the County as designated by the County Public Works Director before the payment process can commence. Each bill shall itemize the work performed in accordance with the approved bid schedule. Actual payment will be based upon verification by the County who will certify that the work has been performed.

The County will decide all questions which may arise as to the quality, quantity, and acceptability of materials furnished and work performed. The County will also decide all questions which may arise as to the acceptable fulfillment of the Agreement on the part of the Contractor.

Payments may be withheld from the Contractor by the County in order to protect or offset the County from loss due to:

1. Defective work not remedied.
2. Liens or claims filed or reasonable evidence of probable filing.
3. The Contractor's failure to promptly pay subcontractors for labor and/or materials accepted by the Contractor.
4. The County's reasonable doubt that the project can be completed for the unpaid balance of the contract price.
5. Damage to another contractor.
6. Failure to maintain scheduled progress.
7. Any other failure of the Contractor which results in liability for the County.

Safety Requirements

In order to protect the life and health of employees and the general public in the performance of this Agreement, the Contractor shall comply with the general safety orders covering Utah industries, issued by the Industrial Commission of Utah and Occupational Safety and Health Act of 1970. Nothing in the Agreement shall relieve the Contractor of responsibility assigned in the Specifications, State Industrial Commission's requirements, or state and local laws and ordinances.

The Contractor agrees to hold Utah County and the County's Engineer free and harmless from any and all damages/claims that may occur during the construction operations of this Agreement. The Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of any Agreement and construction operations.

The County Public Works Director or the County Project Manager will have the authority by written order to suspend work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or general public; for failure to carry out provisions of the Agreement; for failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather, for conditions considered unsuitable for the progress of the work, or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

Supervision of Work

The County Public Works Director shall have full supervisory powers in determining the extent of the construction on the project. Compensation shall be based upon log books maintained by the County Project Manager as a percentage of work completed and payment terms described under General Requirements. All decisions concerning the extent and acceptability of the work and the quality of all materials shall rest solely with the County Public Works Director.

SPECIFICATIONS

S.1 SCOPE OF WORK

Utah County is seeking proposals from qualified Engineering Firms to provide general engineering services for various construction projects, which may vary in complexity, on an as-needed, on-call basis and include but not be limited to roadways, bridges, parkways and trails, drainage improvements, stream rehabilitation, etc.

S.2 SCOPE OF SERVICES

A. Civil engineering and consulting services for construction projects varying in complexity, for a portion of the project or the project in its entirety. Services may include preliminary plans and cost estimates, necessary field work, drafting, design, surveying, bid assistance, construction inspection, and project management. All specifications shall comply with applicable federal, state, and local codes.
B. Civil design consultant services for small projects based on hourly rates of contract and upon submission and approval of proposed number of hours.
C. Provide construction drawings and specifications. All specifications shall comply with applicable federal, state, and local codes. All drawings and specifications shall be in sufficient detail to obtain fixed construction bids, apply for permits, and construct the project.
D. Assistance in gaining necessary approvals that may be required for obtaining permits and approvals.
E. Bid administration, construction management, and inspection services for improvement projects.
F. Construction administration and engineering including, but not limited to, review and approval of material submittals, daily construction observation and documentation, coordinating contractor's work, and preparation of engineer's certificates.
G. Coordination, facilitation, and/or attendance of project-related meetings, such as pre-bid, preconstruction, project progress meetings, and final inspections.
H. Construction observations for general conformance with project specifications.
I. Construction documents in compliance with applicable local, state, and federal laws, ordinances, codes, regulations, and professional standards.
J. Preparation of reproducible record drawings showing significant changes in the work during construction based on marked-up prints, drawings and other data furnished to the Engineer.
K. Review of correspondence from state and federal permitting agencies that require response or action from County Engineer or County Staff.
L. General, technical consultation to County staff involved in design review and construction overview of capital projects including recommendation for preliminary design, project design, and bidding.

S.3 ADDITIONAL SERVICES

- Parking lot design
- Survey
- Utility design and/or relocation
- Drainage

- Structural design
- Geo-technical evaluation and design
- Right of way acquisition services, including all documents needed for right of way
- Due diligence and feasibility services
- Conceptual and preliminary planning
- Entitlement documents
- Stormwater management and drainage design
- BMP systems design
- Erosion and sedimentation control plans
- Hydraulic/Hydrologic studies
- Floodplain studies
- Traffic control plans
- Traffic studies
- Traffic operations planning and design
- Landscape and streetscape design
- ADA/FHA compliance
- Expert Witness Testimony

S.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 project and the affected areas. The survey shall provide sufficient information as to design the proposed project. 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 project. The field reconnaissance should be thorough enough to establish horizontal and vertical control and to create cross sections of the existing project area 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 appropriate state and local personnel. Once studies are complete, the Engineer shall provide the results and recommendations for implementation.

2. Preliminary Engineering
The Engineer shall prepare preliminary plans for the construction of the project. The preliminary set of plans shall be distributed in both electronic pdf format along with two full set paper copies to Utah County for review which shall include the following services:

    1) Title sheet, index of plans and other standard drawings.
    2) Develop the initial layout of the project 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 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 a 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. 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. 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.

4. Construction Documentation
   The Engineer shall work with Utah County and other project stakeholders to design and prepare a complete bidding package with full size plans (11x17) in both electronic and paper form to include: specifications, schedules, and documents to include; pavement design, 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 project. Electronic drawing sheets to be submitted in AutoCAD and pdf format.

5. 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.

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

7. 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.

8. 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

FEE PROPOSAL

This form, and all associated documentation required as part of this form, shall be included in the RFP submittal.

Company Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

B.1 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 various potential projects.

B.2 CERTIFICATION

I hereby certify that I have read, understand, and agree to all sections, Exhibits, and Attachments of this Request for General Engineering Services. I further certify that the information submitted by me/my firm in response to this RFP, including the pricing and other information, is true and accurate.

I understand that Utah County has the right to reject any or all proposals, to waive minor irregularities when to do so would be in the best interests of Utah County, and to negotiate a price for the proposed services as determined to be in the best interest of Utah County.

_____ _____

Signature Name (please print)

_____

Title

_____

Date

EXHIBIT A

PROPOSAL INFORMATION FORM

In order to receive consideration, submitted proposals must contain responses to all questions.
Failure to respond to all questions may result in disqualification of the proposal.

COMPANY NAME & ADDRESS: _____
_____
_____

Is this an Office:_____, Home:_____, Shop:_____, Other:_____
Telephone Number: (____) _____, Emergency Number: (____) _____.
Answering Machine: (____) _____, Fax Number: (____) _____ .

COMPANY OWNER: _____
COMPANY PRESIDENT: _____
CONTACT PERSON: _____ Phone:_____
EMAIL ADDRESS: _____

Type of Company (Partnership, Corporation, Venture etc.): _____
_____
If a Corporation, in what State Incorporated: _____
Business License Number: _____
State of Utah Architect License Number: _____
Federal Tax Identification Number: _____
SAM.gov UEI 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: _____
_____
_____
_____

	YES	NO
Are there any judgments, suits or claims pending against your company? If Yes, attach a written explanation.	□	□
Has your company operated under any other name (s)? If Yes, attach a written explanation.	□	□

	YES	NO
Has your firm failed to complete a contract within the last five years? If "yes" attach explanation.	□	□
Has your firm or any partner or officers ever been involved in any bankruptcy action? If "yes" attach explanation.	□	□
Has your firm ever been listed on the Excluded Parties List System?	□	□
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.	□	□

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	)	General Engineering Services

AFFIDAVIT

The undersigned of lawful age, being first duly sworn, disposes and says:
That as a condition precedent to the award of the Utah County project as above captioned,

I_____
(owner, partner, officer or delegate)

of_____do
(company)
solemnly swear that neither I, nor to the best of my knowledge any member or members of my firm 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 _____ 2026 A.D.
My Commission Expires _____
Residing at _____
_____ Seal
_____

By:_____
Notary Public

EXHIBIT C

SAMPLE AGREEMENT WITH STANDARD TERMS AND CONDITIONS

Utah County
HEART of UTAH

AGREEMENT No. 20___-_____

AGREEMENT

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

Name: _____ Contact Person: _____

Address: _____ Phone #: _____

City: _____ State: _____ Zipcode: _____ Email: _____

Legal Status of Contractor:
☐ Sole Proprietor ☐ Non-Profit Corporation ☐ Limited Liability Company (LLC)
☐ Partnership ☐ For-Profit Corporation
☐ Government Department: _____

1. PURPOSE OF CONTRACT

This agreement is to obtain the following products, services, or products and services (be specific):

_____

_____

_____

2. CONTRACT COSTS

Contractor will be:

☐ paid a maximum of $_____ for costs authorized by this agreement;

☐ compensated in accordance with ATTACHMENT B: CONTRACTOR's Proposal.

3. CONTRACT PERIOD

The term of this agreement shall commence on: ☐ _____, or ☐ the date of execution of this agreement. This agreement shall terminate on _____ unless terminated early or performance has been completed.

4. ATTACHMENTS

The following indicated attachments are fully incorporated into this agreement:

☐ A: Utah County Standard Terms and Conditions
☐ B: CONTRACTOR's Proposal
☐ C: Special Provisions
☐ D: Utah County Procurement Compliance
☐ E: General Liability and Workers Compensation Certificate
☐ F: _____
☐ G: _____
☐ H: _____

Except as explicitly modified by ATTACHMENT C: Special Provisions, any ambiguities or conflicting terms will be resolved by granting deference to the terms of ATTACHMENT A: Utah County's Standard Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this agreement on _____ of _____ 20____.

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

By: _____
SKYLER BELTRAN, Chair

APPROVED AS TO FORM AND LEGALITY:
JEFFREY S. GRAY
Utah County Attorney

By: _____
Deputy Utah County Attorney

CONTRACTOR

By: _____
Its: _____

ATTACHMENT A:
UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

1. DEFINITIONS. The following terms shall have the meanings set forth below:

(A) The "Agreement" consists of the following documents:

(i) The Utah County Agreement cover page, which contains the signatures of Utah County and Contractor, or, an unsigned Purchase Order (PO);

(ii) This Attachment A: Utah County Standard Terms and Conditions for Products and Services; and

(iii) Any other express written attachments that are incorporated by reference on the Utah County Agreement cover page.

(B) "Contractor" means the individual or entity delivering the Products and Services identified in the Agreement. The term "Contractor" shall include the individual's or entities' agents, officers, employees, and partners.

(C) The "County" means Utah County, a political subdivision of the State of Utah, as directed and managed by a majority vote of the Board of County Commissioners of Utah County.

(D) "Products" means any products to be delivered to the County by Contractor as described in the Utah County Agreement cover page, including any products described in any attachments that are incorporated by reference on the Utah County Agreement cover page.

(E) "Services" means any services to be performed for the County by Contractor as described in the Utah County Agreement cover page, including any services described in any attachments that are incorporated by reference on the Utah County Agreement cover page.

(F) "Subcontractors" mean subcontractors or subconsultants that are under the direct or indirect control or responsibility of Contractor, and includes all independent contractors, agents, employees, or authorized resellers.

2. EXTRA WORK.

(A) Extra work shall be undertaken only when previously authorized in writing by the County and is defined as additional work which is neither shown nor defined in the Agreement or the attached Contractor's proposal (if any) but determined by the 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 and unforeseeable. After written prior authorization of the Board of County Commissioners of Utah County, payment for authorized extra work will be made in the previously authorized amount only.

(B) Miscellaneous items normally associated with the major work items included in the Agreement, but which may not be specifically identified, shall be furnished by Contractor as if they had been included in the Agreement, without additional cost to the County.

3. PAYMENT. Payments from the County are normally made within thirty (30) days following the date an order is delivered, service is performed, or the date a correct invoice is received, whichever is later. All payments for the Agreement will be remitted electronically, by mail, or as otherwise determined by the County. Contractor shall accept payment by check or by Purchasing Card without any additional fees.

4. OWNERSHIP IN INTELLECTUAL PROPERTY. The County and Contractor each recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. The County will have all rights, title, and

ownership of all websites and social media accounts, including any passwords, usernames, or other pertinent login information or hosting credentials; advertising materials, including any content or work product; images; newsletters; and intellectual property, including derivative works, created, or arising out of the performance of the Agreement, unless otherwise indicated in the Agreement. Contractor will give the County a list of all current passwords, usernames, and any other relevant information or credentials necessary for access and control of any property under the Agreement upon completion of the Agreement or upon the County's request.

5. INSURANCE.

(A) Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than three million dollars ($3,000,000) per occurrence, or in a lesser amount if explicitly authorized and identified on the Utah County Agreement cover page. This coverage shall provide liability insurance to cover the activities of Contractor and its subcontractors, all equipment and vehicles, public or private, used in the performance of the Agreement. Prior to commencement of work, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has this insurance in place. An umbrella policy may be used to supplement the Commercial General Liability insurance coverage if needed to reach the coverage requirement.

(B) Prior to commencement of Services, Contractor shall furnish and maintain a Certificate of Insurance to the County evidencing that Contractor has Workers Compensation Insurance for the Contractor and Subcontractors or a waiver of coverage that complies with the Utah Code Title 34A, Chapter 2, Workers' Compensation Act, as amended.

(C) If Contractor will have County network access, provide software, hardware or data hosting services, or receive, store, or use High Sensitivity Data in connection with this Agreement, Contractor shall maintain cyber liability insurance for the term of this Agreement or for as long as Contractor has access to the County network or High Sensitivity Data, whichever is longer. High Sensitivity Data for the purposes of this Agreement refers to (i) protected health information regulated by the Health Insurance Portability and Accountability Act (HIPAA), (ii) patient identifying information regulated by 42 CFR Part 2, (iii) Utah Criminal Justice Information System (UCJIS) data, (iv) payment card industry data (PCI), or (v) personal data, as regulated by the Utah Government Data Privacy Act (Utah Code Title 63A, Chapter 19, as amended), if related to more than 1,000 individuals. This insurance shall have a minimum limit of three million dollars ($3,000,000) for each occurrence. Contractor shall furnish evidence of coverage prior to Agreement execution in the form of a certificate of insurance (COI) acceptable to County. Failure to notify County of material changes to coverage or to maintain acceptable levels of coverage shall be a material breach of this Agreement.

6. DATA PRIVACY. If Contractor, as part of this agreement or transaction, will receive or work with County information, or if they will be gathering data on behalf of the County, Contractor will be required to comply with the Utah Code Title 63A, Chapter 19 as applicable. Utah Code Title 63A, Chapter 19 requires governmental agencies to follow specific standards to protect personal data privacy. Consistent with Utah Code § 63A-19-401(4), Contractor acknowledges that Contractor and any Subcontractor, are also required to comply with the relevant requirements of this chapter regarding the personal data processed or accessed by Contractor or Subcontractor as part of Contractor's duties under the Agreement to the same extent as required of the governmental entity.

7. GOVERNING LAW AND VENUE. The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Utah and Utah County. Any action or proceeding arising from the Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Provo, in the Fourth Judicial District Court for Utah County.

8. COMPLIANCE WITH LAWS AND REGULATIONS. At all times during the Agreement, Contractor and all Products and Services performed under the Agreement shall comply with all applicable federal and

state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. Any violation by Contractor of applicable law shall constitute an event of default under the Agreement and Contractor shall indemnify 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 all necessary permits and licenses required for its lawful performance of its duties and obligations under the Agreement during the term of the Agreement. To the extent that Contractor uses, stores, transfers, or manipulates any data in the performance of its obligations, Contractor will further comply with all applicable privacy and data laws and regulations from any jurisdiction in the United States and any locations where data is or may be stored.

9. **EMPLOYMENT STATUS VERIFICATION.** Contractor shall register and participate in the Status Verification System and comply with Utah Code § 63G-12-302 of the Identity Documents and Verification Act. Contractor shall require an affidavit verifying compliance with Utah Code § 63-G-12-302 from each of its contractors and subcontractors.

10. **INDEPENDENT CONTRACTOR.** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the County, and therefore is not entitled to any of the benefits associated with such employment. As an independent contractor, Contractor shall have no express or implied authority to bind the County to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the County. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

11. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses, and liabilities arising out of or related to the Agreement. Contractor shall also pay any litigation expenses that the County incurs, including attorney's fees, arising out of or related to the Agreement. As between the parties to the Agreement, Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement. The County reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities arising out of or related to the Agreement.

12. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY.** Contractor shall indemnify and hold the County harmless from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, and costs in any action or claim brought against the County for infringement of a third party's copyright, trademark, trade secret, or other proprietary right arising from this Agreement.

13. **GOVERNMENTAL IMMUNITY.** The County is a corporate and political subdivision of the State of Utah, subject to Title 63G, Chapter 7, the Governmental Immunity Act of Utah, as amended (the "Act"). The County does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or any comparable legislative enactment. The parties agree that the County shall only be liable within the parameters of the Act. Nothing contained in the 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. For claims where immunity is not retained, County shall, under no circumstances, be liable for Contractor's indirect losses, including but not limited to consequential, punitive, or special damages.

14. **NON-FUNDING CLAUSE.** The County intends to request the appropriation of funds to be paid for the services provided by Contractor under the Agreement. The Agreement shall create no obligation on the County as to succeeding annual budget cycles and if funds are not available beyond December 31 of any effective annual budget cycle of the Agreement, or if the budget is amended and such funds are no longer available, the County's obligation for performance of the Agreement shall be null and void. This termination shall not be construed as a breach of the Agreement or any event of default under the Agreement

and the termination shall be without penalty, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to the Agreement. If funds are not appropriated for a succeeding annual budget cycle to fund performance by the County under the Agreement, or if the budget is amended to make such funds no longer available, the County shall attempt to notify Contractor of non-funding and the termination of the Agreement.

15. SALES TAX EXEMPTION.

a. Service Contract: If Contractor is providing services (e.g., building a road, remodeling a building, cleaning up waste, consulting, interpreting, providing medical or financial services, etc.), the Contractor may not use the County's tax exempt number to purchase goods necessary for the execution of this Agreement.

b. Goods Contract: If the Contractor is providing goods, the County's sales and use tax exemption number is 11748944 002 STC. The tangible personal property or services being purchased are to be paid from the County's funds and used in the exercise of that entity's essential functions. As such, Contractor shall not charge the County any sales tax for the product(s) purchased under the Agreement.

16. CONFIDENTIALITY. Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of the Agreement shall be owned by the County and shall be held confidential by Contractor. In addition, all information provided to Contractor by the County for the purposes of Contractor's performance of the Products or Services, whether provided in writing or any other form, shall be held in confidence by Contractor and Contractor shall not release any of the information to any third party, any member of Contractor's firm who is not involved in the performance of Products or Services, or to any representative of the news media without prior written consent of the County. The County shall have the sole obligation or privilege of releasing such information as required by law. Any employee or member of Contractor's firm, subcontractor, or agent with whom Contractor shares any information as described in this section will be under the same obligations of confidentiality, and Contractor is required to secure and provide to County written commitments to that effect from each such recipient of information.

17. TERMINATION. Unless otherwise stated in Attachment C: Special Provisions, the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. If the violation is reasonably subject to cure, the party in violation will be given 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 the County upon 30 days prior written notice being given to Contractor. On termination of the Agreement, all accounts and payments will be processed according to the financial arrangements in the Agreement for approved services rendered prior to the date of termination, subject to any offsetting claims by the County.

18. FORCE MAJEURE. The County will not be held liable for delay or default caused by fire, riot, acts of God, State or Utah County declared state of emergency, or war. The County may terminate the Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

19. SEVERABILITY OF AGREEMENT. The invalidity of any portion of the Agreement shall not prevent the remainder from being carried into effect.

20. LEGAL SUPPORT. Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.

21. NO PRESUMPTION. Should any provision of the Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms in the Agreement 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.** To the maximum extent permitted under Utah State law, Contractor warrants to the County that all services and materials furnished under the Agreement will be of the 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.

Contractor warrants and assumes responsibility for all products (including hardware, firmware, and software products) that it licenses, contracts, or sells to the County under the Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Agreement or Contractor's proposal, attached hereto (if any). Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Agreement. Product liability disclaimers and warranty disclaimers from the seller are not applicable to the Agreement unless otherwise specified and mutually agreed upon elsewhere in the Agreement. In general, 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 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 defects or unusual problems about which the County has not been warned in writing prior to entering into the Agreement. Remedies available to the County include, without limitation, the following: Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to Contractor in writing. If the repaired or replaced product proves to be inadequate, or fails of its essential purpose, 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 the Agreement.

23. **TIME IS OF THE ESSENCE.** The County and Contractor recognize that time is of the essence here and the County will suffer financial loss if any Products or Services are not delivered and performed within the time specified in the Agreement, plus any extensions approved in writing by the County. Contractor shall be liable for all reasonable damages to the County and to anyone whom the County may be liable to as a result of Contractor's failure to timely deliver and perform the Products and Services.

24. **DELIVERY.** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by 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, if applicable.

25. **CONDITION AND TITLE.** The products delivered by Contractor to the County shall be new and free of all faults and defects. Upon payment of the purchase price by the County to Contractor, Contractor shall provide the County with clear title, free and clear of all liens and encumbrances, if applicable.

26. **INTERPRETATION OF AGREEMENT.** 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.

27. **NOTICES.** All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder, including by email to the contact person for Contractor at the email address identified on the Utah County Agreement cover page.

28. **AUTHORIZED SIGNATORIES, COUNTERPARTS AND FACSIMILE SIGNATURES.** Each Party represents and warrants that the individual signing this Agreement on behalf of such Party is duly authorized to execute and deliver this Agreement and to bind such Party to all of its terms and obligations herein. The 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.

29. **AMENDMENTS.** No oral modifications or amendments to the Agreement shall be effective. The Agreement may be modified or amended by a written agreement signed by the parties.

30. **ASSIGNMENT.** The parties to the Agreement shall not assign the Agreement without the prior written consent of the other party to the Agreement. No assignment shall relieve the original parties from any liability arising out of or related to the Agreement.

31. **SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.

32. **WAIVER.** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. Any waiver must be in writing and signed by the party making the waiver.

33. **SURVIVAL.** The provisions of this Agreement which by their terms call for performance subsequent to termination of the Agreement shall so survive such expiration or termination, such as but not limited to: **Section 4. Ownership of Intellectual Property**, **Section 11. Indemnification**, **Section 12. Indemnification Relating to Intellectual Property**, and **Section 16. Confidentiality**.

34. **GRAMA.** Contractor is hereby informed that County is a governmental entity and thus subject to Utah Code Title 63G, Chapter 2, Government Records Access and Management Act, as amended ("GRAMA"). Pursuant to GRAMA, certain records within County's possession or control (including this Agreement) may be subject to public disclosure. County hereby informs Contractor that any person or entity that provides County with records that such person or entity believes should be protected from disclosure for business reasons must provide County with the record, and written claim of business confidentiality, and a concise statement supporting the claim. Notwithstanding the foregoing, County may disclose any information or record as required by GRAMA or other law.

35. **ENTIRE AGREEMENT.** The Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in the Agreement.

Revised August 3, 2026