

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

REQUEST FOR PROPOSAL

for

**PROFESSIONAL ARCHITECTURAL SERVICES
FOR MASTER PLANNING, DESIGN AND
CONSTRUCTION MANAGEMENT SERVICES
RFP # 2021-7**

CLOSING DATE
FOR RECEIPT OF PROPOSALS: Thursday, June 24, 2021

TIME: 3:00 p.m. (Mountain Time)

PLACE: Office of the Utah County Purchasing Agent
100 East Center Street
Room 3600
Provo, Utah 84606

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1. REQUEST FOR PROPOSALS

1.1 INTENT

Through this Request for Proposals (RFP), Utah County is seeking proposals from architectural firms (Architect) to demonstrate qualifications, experience, and proposed approach for project scoping, master planning, programming, design services, and construction management services for proposed projects owned by Utah County in various locations throughout Utah County, Utah. The intent is to select one or more architectural firms to complete selected projects over the next five-year period as constraints allow and funding becomes available. Based upon the evaluation of the RFPs, Utah County may choose at its discretion to award to multiple Architects an ongoing contract.

Responses to this RFP should include details about qualifications, related experience, and project deliverables as described herein. Utah County intends to compare and evaluate all qualifying submittals and select the most qualified Architects based on proposal content, responsiveness to the proposal, and the results of an oral presentation to County representatives.

Architects should be aware that as funding comes available Utah County will expect Architect to pursue an expeditious scoping, master planning, programming, design, and construction schedule to best take advantage of said funding, and thus is seeking innovative, cost-effective solutions for the various projects.

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 an Architect is selected pursuant to this RFP, an agreement will be executed, a sample copy of which is included herein as Attachment C.

1.2 PROCEDURE

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

1.3 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.

1.4 PROPOSAL SUBMISSION

- A. Each respondent must submit SIX (6) COPIES of its SEALED proposal to the Utah County Purchasing Manager. The envelope containing the proposal must be clearly labeled "SEALED PROPOSAL - PROFESSIONAL ARCHITECTURAL SERVICES FOR MASTER PLANNING, DESIGN AND CONSTRUCTION MANAGEMENT SERVICES

RFP # 2021-7”.

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

- B. PROPOSALS ARE DUE JUNE 24, 2021 AT 3:00PM MOUNTAIN DAYLIGHT TIME. LATE PROPOSALS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN UTAH COUNTY PROCUREMENT RULES AND REGULATIONS.

1.5 PROPOSAL ORGANIZATION

- A. The proposal must include:
1. Proposer’s Statement of Qualifications
 - a. Each Proposer shall provide a statement of qualifications. This shall be a short document that indicates the experience and qualifications of the Proposer and key personnel that will be performing the specified services. It should include resumes of the key personnel, copies of applicable licenses and certifications of the key personnel.
 2. Proposer’s Project Experience
 - a. Each Proposer shall provide information about similar projects that have been completed by the Proposer and the key personnel. Information about similar projects should include the dates, project size, firm worked for at the time, and what the responsibility of the individual was on the project.
 3. Work Plan
 - a. Each Proposer shall describe the methodology and process proposed to be used to complete the scope of work for the various projects defined herein. This should address the proposed schedule for the Proposer’s work; identify proposed strategies to be used to control costs and minimize other risks; describe deliverables; and identify advantages of the proposal to Utah County.
 4. Architect’s Fee Proposal (Exhibit B)
 - a. This form, and all associated documentation required as part of this form, shall be included in a SEPARATE SEALED ENVELOPE.
 - b. Each Proposer shall include a document detailing the complete cost of the work as specified herein.
 - c. 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 RFP.
 - d. The fee proposal will be used as a starting point to negotiate a final contract price with the selected Architects.
 - e. Architect, upon written notice to the County, may request a yearly increase in the fee schedule by a percentage equal to the percentage increase which occurred in the Consumer Price Index (defined as the Consumer Price Index, All Urban Consumers (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 approved in writing by the Utah County Commission.
 5. Completed Proposal Information Form (Attachment A).
 6. Completed Certificate of Non-Collusion (Attachment B).
 7. A copy of the Proposer’s current local business license.
 8. Proof of required insurance.
 9. Termination or Debarment Certification
 - a. Each Proposer must submit a certification that neither it nor its principals are

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

1.6 ORAL PRESENTATION

- A. As part of the proposal evaluation process, selected Proposers may be invited to make an oral presentation to the Selection Committee. Oral Presentations will be conducted with all Proposers who have met all of the requirements specified herein, except that if more than four Proposers are eligible for oral presentations, Utah County may convene the Selection Committee to develop a short list of Proposers to be invited to present. This evaluation will be made using the selection criteria noted herein.
- B. The purpose of the oral presentation is to allow the Proposer to present its qualifications, past experience, and work plan for accomplishing the various project. It will also provide an opportunity for the selection committee to seek clarifications from the Proposer.
- C. The proposed primary project management personnel, including the Proposer's project manager, should be in attendance. The Proposer's project manager is the firm's representative who has overall job authority for the Proposer, will be in attendance at all job meetings, and is authorized by the Proposer to negotiate and sign any and all change orders. The attendance of subconsultants is at the discretion of the Proposer.
- D. The method of presentation is at the discretion of the Proposer. The oral presentation will be held at the date, time, and place specified by Utah County.

1.7 VALUE BASED SELECTION

- A. All proposals will be evaluated by authorized representatives of Utah County (the Selection Committee). The following criteria will be used by the Selection Committee in creating a score for each of the proposals. Each member of the Selection Committee will then individually rank all proposals from highest to lowest evaluation score, and the Selection Committee will compile the rankings of all members of the Selection Committee. The top proposals will be recommended to the Board of County Commissioners for contract negotiations.
- B. The Selection Committee will consider all criteria in performing a comprehensive evaluation of each proposal. Weights have been assigned to each of the criteria in the form of points. Total points possible = 100.
 1. Work Plan: 40 Points
The Selection Committee will evaluate how each Proposer (the firm, the team, and the project lead) plans to approach the Project. Some factors might include:
 - The Proposer's plan to provide the needed programming services.
 - The Proposer's proposed deliverables.
 - The Proposer's scope control plan.
 - The Proposer's budget control plan.
 - The Proposer's quality control plan.
 - How the Proposer will identify and communicate with the Stakeholders (Owner, User and Contractor).
 - How the Proposer plans to use any unique tools or techniques that will benefit the project.

- The Proposer’s demonstrated creativity that can be translated positively to this project.
 - The degree to which risks to the success of the project have been identified and a reasonable solution has been presented.
 - How well the Proposer could interact and work with the County throughout the project.
2. Technical Experience and Expertise: 30 Points
The Selection Committee will evaluate the expertise and experience of the firm, the team, and the project lead as it relates to the various projects in terms of type scope, size, complexity, quality, duration, etc. Some factors might include:
- Experience on past similar projects.
 - Experience with Utah County on past projects.
 - Client satisfaction based on reference checks.
3. Schedule: 20 Points
The Selection Committee will evaluate the Proposer’s schedule for the projects and how well it meets the objectives of the County. Some factors might include:
- The projects schedule and if the Proposer’s start and stop dates of major work items are realistic.
 - Critical subconsultants and if they have reviewed and agree to the schedule.
 - The Proposer’s methodology for tracking, managing, and projecting progress of the work and the ability to prepare documentation that will satisfy all approvals without delay.
4. Overall Proposal Suitability: 10 points
The Selection Committee will evaluate whether each proposal was presented in a clear and organized manner and met the scope of work contemplated herein. Some factors might include:
- The Proposer’s quality of written and oral presentations.
 - The Proposer’s understanding of the project objectives and work tasks.
 - The Proposer’s overall suitability for the project.

1.8 NEGOTIATION

The Architect’s Fee Proposal from the selected Proposers will be opened and examined. Utah County will then enter contract negotiations with said Proposers. Should Utah County be unable to agree to a satisfactory fee and Agreement with the selected Proposers at a price that Utah County, in its sole discretion, determines to be fair and reasonable, discussions with that Proposer shall be formally terminated. Negotiations will continue with the other selected Proposers. This process will be repeated until an agreement is reached or Utah County determines that it is in its best interest to initiate a new selection process.

1.9 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.
- 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.

1.10 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.

1.11 DISPOSITION OF PROPOSALS

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

1.12 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.

1.13 INTERPRETATION OF RFP

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

1.14 PROPRIETARY INFORMATION

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

1.15 RULES OF PROCUREMENT

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

EXHIBIT A
SPECIFICATIONS

A.1 SCOPE OF WORK

- A. The Architect shall provide master planning, programming, architectural design, and construction management services for proposed projects owned by Utah County in various locations throughout Utah County, Utah. Potential upcoming projects are listed below but are not in any specific order nor is the list all inclusive. In addition, a list of potentials projects programmed into the Capital Improvements Plan has been attached as Attachment D. Projects will be selected based on available funding and timing over a five-year period.
1. The Architect shall perform the appropriate services as defined in Description of Services A.2 and Analyses and Design A.4 to complete an architectural analysis of the Historic County Courthouse located at 51 South University Avenue, Provo, UT 84601 in order to provide input and proposals to improve, modernize and increase functionality of the existing office space for the intended users while accommodating the existing tenants. The Architect shall use the analysis along with Utah County's provided feedback to then prepare and provide a full, complete set of construction documents including plan sets, specifications to be used in construction bidding, a probable construction design cost estimate along with any other supporting documents of professional services as outlined in Description of Services A.2 and Analyses and Design A.4 below.
 2. The Architect shall provide a building envelope energy audit to reveal locations of energy loss, inadequate insulation, components such as the heating and ventilation system, and other structural faults that can decrease the building's energy efficiency. The Architect shall use the audit to provide recommendations, costs, and time frame as to the appropriate corrections based on value, longevity of the correction, as well as time to implement the corrections at various locations including but not limited to:
 - a. Administration Building located at 100 East Center, Provo, UT 84606
 - b. Historic Courthouse located at 51 South University Avenue, Provo, UT 84601
 3. The Architect shall perform an architectural site analysis surrounding the Security Center Complex located at 3075 North Main, Spanish Fork, UT 84660 including the existing buildings and the surrounding county owned property purchased for a new Public Works Complex. Such analysis will need to include buildings and facilities to provide appropriate space for the following potential buildings: Records Building (currently housed in part of the building located at 256 West 3200 North in Spanish Fork), Personal Protective Equipment storage building, Fire Administration Building (currently housed at 326 West 3200 North in Spanish Fork), and a Public Works Complex (currently housed at 2855 South State Street in Provo) to include such items as office space, conference rooms, maintenance bays, parts areas, truck sheds, chemical storage sheds, etc. for divisions including Administration, Buildings & Grounds, Community Development, Engineering, Fleet Services, Parks, Roads, Surveying, and Telecommunications. The new Public Works complex would need to accommodate a public entrance but must also be a secure facility with separate secured entrances for employees and employee parking. The Architect shall use the analysis along with Utah County's provided feedback to then prepare a full, complete design and report including site layout with recommendations of appropriate building locations and sizes to provide for the current and future needs of the Records Building, Personal Protective Equipment storage building, Fire Administration Building, and a Public Works Complex as outlined in Description of Services A.2 and Analyses and Design A.4 below.

4. The Architect shall examine the need and feasibility of expanding some of the county functions including but not limited to law enforcement, health services, fleet services, and booking facilities and provide an architectural site analysis which would include master planning and programming along with a map showing the general location of the various facilities for the North Campus site located at 800 East Saratoga Road, Lehi, UT 84043 as outlined in Description of Services A.2 and Analyses and Design A.4 below.
5. The Architect shall provide a standard rate and turnaround time to review, stamp and certify various in-house designed projects including but not limited to remodels, drawings, building expansions, exterior repairs, etc.

A.2 DESCRIPTION OF SERVICES

A. Utah County anticipates that a full complement of professional services shall be provided by the firm selected for this project. These services may consist of, but not necessarily be limited to, those outlined below:

- Project Scoping Phase.
 - Evaluation of Utah County requirements and of the proposed site.
 - Evaluation of Federal, State, and local requirements and standards including city and/or county zoning and other requirements.
- Master Planning Phase.
 - Master Planning Services.
- Programming Phase.
 - Functional Programming Services
 - Preparation of a cost estimate for the recommended Program.
- Design Services Phase
 - Schematic/preliminary design services.
 - Preparation of a cost estimate of Schematic/preliminary design.
 - Final design services
 - Preparation of a cost estimate of Final design.
 - FF&E planning and design services, including Individual space diagrams showing FF&E.
 - Preparation of an FF&E cost estimate.
 - Preparation of plans and specifications to be used in construction bidding.
 - Preparation of a Construction Design cost estimate.
- Construction Management Phase
 - Assistance with selecting construction delivery method.
 - Assistance with construction bidding and negotiation.
 - Construction Administration and Management.

1. Project Scoping Phase.

ARCHITECT shall complete the Project Scoping Phase by consulting with COUNTY and other representatives to plan and document a list of specific project goals, deliverables, features, functions, tasks, deadlines, and associated costs along with identifying the appropriate phases needed for the project. ARCHITECT will identify any constraints and limiting factors such as Federal, State, and local laws, rules, ordinances, regulations, and standards including city and/or county zoning and other requirements that may affect the specified project goals. ARCHITECT will provide an outline of what needs to be achieved and the work that must be done to provide the appropriate

deliverables for the project along with alternative approaches and a project cost estimate.

Deliverables:

- Participate and lead visionary work sessions with COUNTY.
- Provide written outline with work plan detailing needed phases, associated constraints, and alternative approaches.
- Provide written cost estimates.

2. Master Planning Phase.

In consultation with the COUNTY, the ARCHITECT shall complete the Master Planning Services by preparing a master plan for campus wide projects that impact multiple facilities and buildings to capture the overall usage, sizing, and arrangement of facilities in the campus as outlined in the project scoping phase. The master plan should lay out the goals and objectives of the County, document existing conditions through a site and/or facilities analysis, present the current and projected needs of the County along with a conceptual configuration for the project.

Deliverables:

- Provide a master site plan analysis documenting opportunities and issues associated with building expansion opportunities.
- Provide a project master list including both renovation of existing space and potential new buildings or expansions of existing buildings.
- Provide a site map and proposed location for new buildings and/or expansion of existing buildings.
- Provide a feasibility and cost analysis.

3. Programming Phase.

In consultation with the COUNTY, the ARCHITECT shall complete the Functional Programming Services by preparing a functional program summarizing and analyzing the functional and operational requirements of each department within a planned or existing facility in connection with the deliverables from the project scoping phase and the master planning phase. The functional program must include basis information such as size, space requirements, workflows, activities and special uses designated within the facility. The functional program must include a level of detail sufficient for an architect to begin designing a particular building or space and break down requirements into sub-categories and areas along with associated cost estimates.

Deliverables:

- Facilitate and lead meetings with COUNTY staff to develop basic components of functionality of spaces including traffic flow, standard building systems, equipment and code compliance.
- Provide a written functional program of spaces with a conceptual layout map.
- Provide a feasibility and cost analysis for the program.

4. Design Services Phase.

In consultation with the COUNTY, the ARCHITECT shall complete the schematic/preliminary design services in connection with the deliverables from the

project scoping phase, the master planning phase, and the programming phase leading to a recommended solution of said requirements and programming by preparing schematic design drawings and site plans which would include plans, elevations and cross sections, completing a boundary survey including a topographic survey if necessary and preparing a plat map as needed. Coordinate with utility companies in developing the schematic design plans and infrastructure layout for the site plans. Prepare a preliminary estimate of probable project costs that would capture the most cost-effective sustainable design components for written approval by COUNTY. With the assistance of the COUNTY, the ARCHITECT shall prepare and file all required documents to obtain necessary approvals of all governmental authorities having jurisdiction over the project.

Deliverables:

- Provide schematic/preliminary design drawings which would include plans, elevations and cross sections with associated memos including recommended solution of said requirements and programming.
- Provide a site plan with utility infrastructure layout, floor plan(s), sections, and elevation and other illustrative materials through computer images, renderings, or models. The drawings shall include overall dimensions.
- Provide a boundary survey with topographic survey if necessary and a plat map as needed.
- Provide a preliminary estimate of probable project costs.
- Provide required documents to file in order to obtain permits and approvals for various jurisdictions.

In consultation with the COUNTY, the ARCHITECT shall complete the final design services by preparing design development documents, including plans, elevations and other necessary drawings and outline specifications, based upon the approved schematic/preliminary design drawings, illustrating the size and character of the entire project as to architectural, structural, mechanical, electrical systems, civil engineering, landscape architecture, interior design including Furniture Fixtures and Equipment (FF&E), materials selection, and such other elements as may be appropriate with associated cost estimates.

Deliverables:

- Provide final design drawings including plans, elevations and other necessary drawings that illustrate the size and character of the entire project. Final design drawings shall include all plans associated to architectural, structural, mechanical, electrical systems, civil engineering, landscape architecture, interior design including Furniture Fixtures and Equipment, materials selection, and other elements.
- Provide project specifications.
- Provide a final cost estimate associated to the final design for the project.
- Provide FF&E planning and design services including individual space diagrams along with associated costs.

In consultation with the COUNTY, the ARCHITECT shall prepare, based upon the approved final design documents, construction drawings and specifications, setting forth in detail and prescribing the work to be done including but not limited to the materials,

workmanship, finished and equipment required for the architectural, structural, mechanical, electrical, civil engineering, landscape architecture, interior design including FF&E and site work. ARCHITECT shall also prepare the necessary bidding documents and general and special conditions of the construction contract. ARCHITECT shall provide a probable construction cost prepared at ARCHITECT's expense by an independent construction cost estimating consultant approved in advance by COUNTY. In providing opinions of probable construction cost, COUNTY understands that neither ARCHITECT nor the independent cost consultant has control over the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided under this agreement are to be made on the basis of ARCHITECT's and the consultant's qualifications and experience.

Deliverables:

- Provide construction documents including plan sets and specifications to be used in construction bidding.
- Provide a probable construction design cost estimate.

5. Construction Management Phase

ARCHITECT shall assist COUNTY in determining the most cost effective and appropriate construction delivery method such as design-bid-build, design-build, multiple award, etc. ARCHITECT, following COUNTY's approval of the Construction documents and the probable construction design cost estimate, shall provide COUNTY with a PDF file and the number of hard copy sets as determined by County, hard copy sets as a reimbursable expense, and all necessary electronic sets of Construction documents for distribution to potential bidders, and shall assist COUNTY in conducting pre-bid conferences, evaluating the bidders' proposal, preparing the contracts for construction, and/or determining award or abandoning of the construction phase.

Deliverables:

- Provide a memo outlining the recommended construction delivery method.
- Provide PDF files and hard copy sets of the construction documents.
- Assist with the construction bidding process by conducting and/or participating in pre-bid conferences and evaluating the bidders' proposals.
- Provide a memo as to recommendation on awarding or abandoning the construction phase.
- Prepare and provide the contracts for construction if awarded.

ARCHITECT shall assist COUNTY in administering the construction contract so that the completed work will comply with the contract documents. Neither ARCHITECT nor COUNTY assumes responsibility for construction, means, methods, techniques, sequences or procedures, or for safety procedures, precautions and programs employed by the contractor, subcontractor, their employees, or any material suppliers. ARCHITECT does not guarantee the contractor's performance or commitments to COUNTY.

Deliverables and duties during construction:

- ARCHITECT shall at all reasonable times be available to make such

interpretations of the contract documents as are necessary to facilitate completion of the PROJECT.

- ARCHITECT shall make sufficient periodic visits to the site to familiarize himself with the progress and quality of the work to determine if the work is proceeding in accordance with the contract documents. On the basis of his on-site observations, he shall endeavor to guard COUNTY against, and notify County in writing of, defects and deficiencies in the work of the contractor.
- To furnish to COUNTY, at intervals agreed to in advance, written reports relative to the progress of the work observed during his periodic visits to the site in a form acceptable to COUNTY.
- To appraise and approve certificates of payment and maintain necessary records pertaining thereto for work performed.
- To review all contractor specified submittals and shop drawings for compliance with design concepts.
- To review and make recommendations on all proposals for substitutions.
- To prepare and recommend change orders for COUNTY's approval during the course of construction.
- To confirm date of substantial completion, review written guarantees and maintenance manuals required of the contractors for completeness, and issue the Certificate of Substantial Completion and Final Certificate of Payment and prepare final record drawings for the PROJECT based on contractor's red-lined drawings. ARCHITECT shall be entitled to rely upon Contractor's red-lined drawings and has no affirmative duty to verify the reliability, accuracy or completeness of said red-lined drawings.
- It is understood and agreed that ARCHITECT's services under this contract shall in no way abrogate the control of construction which COUNTY and its representatives have by reason of ownership, and shall not create for ARCHITECT any independent duties, liabilities, agreements, or rights to or with the contractor, subcontractor, their employees, or any third persons.

ARCHITECT shall assist COUNTY with selection and procurement of Furniture, Fixtures, and Equipment (FF&E). ARCHITECT shall employ a consultant to manage, verify, and document the commissioning and start-up of all building components and systems.

Deliverables:

- Provide a recommendation in writing as to the appropriate selection and procurement of the selected FF&E based on its functionality and cost.
- Employ a consultant to manage, verify and document the commissioning and start-up of all building components and systems.

A.3 MISCELLANEOUS REQUIREMENTS

- A. The Architect shall be a local (Utah) firm, and Architect's consultant team members shall be from in-house resources or Utah-based firms.
- B. The Architect shall have a dedicated, in-house programming expert that shall be responsible for all Programming services.

- C. The Architect shall procure all required geotechnical investigations. Architect shall recommend to County the timing, location, and nature of required geotechnical investigations. The results of said investigations shall be appropriately accounted for in Architect's work.
- D. Architect shall, as part of Architects design services, procure an ALTA survey of property proposed for construction.
- E. Architect shall, as part of Architects design services, procure the necessary water flow analyses.
- F. All design work shall be completed in conformance with applicable local, state and federal ordinances and requirements. The project must be designed using energy-efficient and minimum-maintenance materials and equipment; however, LEED Certification is not a requirement.
- G. The design shall promote compatibility with the existing buildings in the area. Site utilization for the area must be considered in all plans for the site.
- H. The Architect shall provide all legal support for their work and comply with all laws.
- I. The Architect shall comply with and require its subconsultants to comply with the license laws of the State of Utah.
- J. Architect's personnel that need to access certain areas of existing County facilities, or personnel that need to access certain documentation or other information, may, in the County's sole discretion, be required to successfully pass a security background investigation (such as BCI).
- K. The Architect shall assist the County in applying for and obtaining any necessary building permits or other permits from city, county, or state agencies required for proper execution and completion of the work and which are customarily secured after execution of the Agreement with Architect. County shall pay the required fees for said permits.
- L. The Architect would be responsible to contract directly with subcontractors if needed in order to provide the services and fulfill the deliverables as defined in this RFP.

A.4 ANALYSES AND DESIGN

Architect's project scoping, master planning, programming, design services and other work phases shall be delivered to County and shall include the associated deliverables as listed in A.2 and the items listed below including, but not be limited to, the following:

- A. Site Information
 - 1. Survey of existing site conditions
 - 2. Surrounding facility analysis
 - 3. Demolition requirements
 - 4. Fire and emergency apparatus access
 - 5. Pedestrian circulation patterns
 - 6. Vehicular circulation patterns
 - 7. Parking requirements
 - 8. Dock and service access
 - 9. ADA access
 - 10. Landscape considerations
 - 11. Site storm water compliance
 - 12. Utility impact and connection fee analysis
 - 13. Existing utility location
 - a. Water
 - b. Irrigation systems
 - c. Fire – water flow analysis
 - d. Sewer
 - e. Power capacity
 - f. Data and voice
 - g. Storm drainage systems

B. Facility Information

1. Function and use of space
2. Space layout requirements
3. Furniture required
4. Fixtures required
5. Equipment required-fixed
6. Equipment required-not fixed
7. Power required
8. Alternative energy sources (e.g. solar, wind, ground loop heat exchange, etc.)
9. Lighting level
10. Use of natural light (e.g. windows, skylights, etc.)
11. Hours of operation
12. Number of occupants – actual
13. Number of occupants - code
14. Ceiling height
15. Floor finishes
16. Ceiling finishes
17. Wall finishes
18. Special finishes
19. Acoustical requirements
20. AV system requirements
21. Items that will be provided by owner (NIC)
22. Occupancy group (building code)
23. Code considerations
24. Space affinity diagram
25. Space stacking diagram
26. Interior circulation patterns
27. Massing study/relationships to surrounding buildings/designs
 - a. Glass systems
 - b. Skin considerations
 - c. Roof systems
 - d. Waterproofing systems
 - e. Entry ways
 - f. Solar gain patterns
 - g. Prevailing winds
 - h. Historic weather patterns
 - i. Service access systems
 - j. Texture, color and materials
 - k. Historical considerations
 - l. Master plan considerations
 - m. Special design considerations
28. Engineering systems
 - a. Electrical power requirements
 - b. Electrical lighting requirements-interior
 - c. Electrical lighting requirements-exterior
 - d. Structural requirements
 - e. Mechanical requirements
 - f. Plumbing requirements
 - g. Civil requirements
 - h. AV requirements

- i. Special energy requirements
 - j. Commissioning considerations/requirements
 - k. Acoustical engineering requirements
 - l. Security requirements
 - m. Telecommunication requirements
 - n. Special engineering consideration/requirements
29. Energy Audit
- a. Insulation
 - b. Heating system
 - c. Ventilation system
 - d. Cooling system
 - e. Electrical system
 - f. Mechanical system
 - g. Windows, walls, and eaves

EXHIBIT B

ARCHITECT'S FEE PROPOSAL

This form, and all associated documentation required as part of this form,
shall be included in a SEPARATE SEALED ENVELOPE.

Company Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

B.1 PROPOSED FEE

Each Proposer shall include a document detailing their proposed work plan and associated fees for the appropriate phases for each of the (4) four various potential projects as listed in A.1 #1-4 Scope of Work. For the potential projects that would fall under A.1 #5 Scope of Work, the complete fee schedule would be used to determine costs and hourly billing rates.

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 various potential projects.

B.3 CERTIFICATION

I hereby certify that I have read, understand, and agree to all sections, Exhibits, and Attachments of this Request for Professional Architectural Services for Master Planning, Design and Construction Management Services. I further certify that the information submitted by me/my company in response to this RFP, including the pricing and other information, is true and accurate. I understand that Utah County has the right to reject any or all proposals, to waive minor irregularities when to do so would be in the best interests of Utah County, and to negotiate a price for the proposed services as determined to be in the best interest of Utah County.

Signature

Name (please print)

Title

Date

ATTACHMENT 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 Architect 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: _____

ATTACHMENT B

CERTIFICATE OF NON-COLLUSION

STATE OF UTAH) Request for Proposals
)SS for
COUNTY OF UTAH) Request for Professional Architectural Services for Master Planning,
Design and Construction Management Services

AFFIDAVIT

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

I _____
(owner, partner, officer or delegate)

of _____ do
(company)

solemnly swear that neither I, nor to the best of my knowledge any member or members of my firm or
company have either directly or indirectly restrained free and competitive bidding on this project by
entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized
by Utah County, with regard to this bid or potential agreement resulting therefrom.

Signature

By: _____
Title: _____

Subscribed/sworn to before me this ____ day of _____ 2021 A.D.

My Commission Expires _____

Residing at _____

Seal

By: _____
Notary Public

ATTACHMENT C
SAMPLE AGREEMENT

ATTACHMENT D

CAPITAL IMPROVEMENTS PLAN

Expand Children's Justice Parking Lot located in Provo
Design new North Children's Justice Center to be located in northern Utah County
North County Campus Master Plan to be located in northern Utah County
Evidence/Records Storage Building located in Spanish Fork
North Animal Shelter roof located in Lindon
Health Services Building roof located in Provo
Renovate or construct Wildland Fire Building located in Spanish Fork
Administration Building envelope study located in Provo
HVAC upgrade in the Administration Building located in Provo
Replace boilers in the Administration Building located in Provo
Renovate floor space including elevators and other items in the Administration Building located in Provo
Staeafa upgrade in the Administration Building located in Provo
Window replacements in the Administration Building located in Provo
INET upgrade in the Administration Building located in Provo
New cooling tower for the Administration Building located in Provo
Electrical upgrades in the Administration Building located in Provo
HVAC upgrade in the Historic Courthouse located in Provo
Renovations including elevators in the Historic Courthouse located in Provo
Replace air handler units in Historic Courthouse located in Provo
Replace boilers in the Health & Justice Building located in Provo
Renovate and/or construct new office areas in the Health & Justice Building located in Provo
Staeafa upgrade in the Health & Justice Building located in Provo
Replace air handler units in the Security Center located in Spanish Fork
Upgrade fire alarms in the Security Center located in Spanish Fork
Replace air handler units in the Security Center located in Spanish Fork
Replace roof at the North Annex Building located in Spanish Fork
Staeafa upgrade in the Security Center located in Spanish Fork
500 KW Generator replacement in the Security Center located in Spanish Fork
Expand office areas for Sheriff Patrol and Jail Medical in the Security Center located in Spanish Fork
Repair roof at the Security Center in Spanish Fork
Upgrade Security Center including elevators, electrical, generators, roof, water heaters, landscaping, fencing and Staeafa located in Spanish Fork
Construct new Salt Storage facility to be located in Spanish Fork
Construct new Public Works facility including landscaping, parking lots, fencing and other associated items to be located in Spanish Fork
Renovate and/or construct Spanish Fork fuel station located in Spanish Fork
Decommission Provo fuel site located in Provo
Construct new Public Works equipment storage facility located in Spanish Fork
Prepare a Public Works facility master plan located in Spanish Fork
Upgrades and renovations to the County Convention Center located in Provo
Construct PPE Storage Building to be located in Spanish Fork

**This list is not all inclusive but is a representation of the items that are projected in the next five years concerning capital projects.

ATTACHMENT E:
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;

(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.

(E) “Services” means any services to be performed for the County by Contractor as described in 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.

(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. 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.

3. PAYMENT. Payments from the County are normally made by the end of the month 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. 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, and to add the County as an additional insured for any Services in the contract. Prior to commencement of work, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has this insurance in place and that the County is an additional insured. An umbrella policy may be used to supplement the Commercial General Liability insurance coverage if needed to reach the three million-dollar coverage requirement.

(B) Prior to commencement of Services, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has Workers Compensation Insurance for the Contractor and Subcontractors.

6. 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.

7. 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, including but not limited to General Data Protection Regulation 2016/679 of the European Union ("GDPR") and similar provisions from any jurisdiction in the United States and any locations where data is or may be stored.

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

9. 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.

10. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify 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. 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.

11. **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.
12. **GOVERNMENTAL IMMUNITY.** The County is a corporate and political subdivision of the State of Utah, subject to the Governmental Immunity Act of Utah (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.
13. **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.
14. **SALES TAX EXEMPTION.** 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. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Agreement. As such, Contractor shall not charge the County any sales tax for the product(s) purchased under the Agreement.
15. **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 the 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.
16. **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.

17. **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.
18. **SEVERABILITY OF AGREEMENT.** The invalidity of any portion of the Agreement shall not prevent the remainder from being carried into effect.
19. **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.
20. **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.
21. **WARRANTY.** 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 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.

22. **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.
23. **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.

24. **COUNTERPARTS AND FACSIMILE SIGNATURES.** 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.
25. **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.
26. **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.
27. **SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.
28. **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.
29. **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 10. Indemnification, Section 11. Indemnification Relating to Intellectual Property, and Section 16. Confidentiality.**
30. **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 April 29, 2021