



REQUEST FOR PROPOSAL

2009-20S

October 5, 2009

The above number must appear on all quotations and related correspondence.

THIS IS NOT AN ORDER

**PROPOSALS ACCEPTED NO LATER THAN:
3:00 PM, THURSDAY, OCTOBER 22, 2009**

**TO: Susan Shepherd, C.P.M.
Utah County Auditors Office
100 East Center, Suite 3600
Provo, UT 84606 (801) 851-8234**

UTAH COUNTY IS ACCEPTING PROPOSALS FROM QUALIFIED PROFESSIONAL FIRMS TO PROVIDE ENGINEERING, DESIGN, AND CONSTRUCTION MANAGEMENT SERVICES FOR THE PROPOSED NORTH COUNTY BOULEVARD COMPLETION PROJECT FROM STATE STREET (SR-89) TO HIGHLAND HIGHWAY (SR-92).

******* PLEASE SEE ATTACHED SPECIFICATIONS AND REQUIREMENTS*******

PLEASE INCLUDE THE FOLLOWING ITEMS IN YOUR PROPOSAL, AS DETAILED ON PAGE 5 OF THE RFP:

- TRANSMITTAL LETTER
- COMPLETED PROPOSAL RESPONSE FORM (ATTACHMENT A)
- COMPLETED VENDOR CERTIFICATION FORM (ATTACHMENT B)
- CERTIFICATE OF COMMERCIAL GENERAL & PROFESSIONAL LIABILITY INSURANCE
- CERTIFICATE OF CURRENT WORKERS COMPENSATION INSURANCE
- PROPOSAL AS DETAILED ON PAGE 6

CONTACT PERSON: RICHARD J. NIELSON
PUBLIC WORKS DIRECTOR /COUNTY ENGINEER
2855 S STATE ST
PROVO, UT
801-851-8600

PLEASE SUBMIT SEVEN (7) COPIES OF YOUR PROPOSAL.

SEALED BIDS SHOULD BE MAILED OR HAND DELIVERED TO: SUSAN SHEPHERD, UTAH COUNTY PURCHASING AGENT, 100 EAST CENTER ST., SUITE 3600, PROVO, UTAH 84606, AND SHOULD BE CLEARLY MARKED "SEALED BID." PLEASE REFERENCE BID #09-20S ON ALL DOCUMENTS PERTAINING TO THIS BID. ALL BIDS ARE DUE ON THURSDAY, OCTOBER 22, 2009, AT 3:00 P.M. AND OPENED AT 3:30 P.M. NO LATE BIDS WILL BE ACCEPTED.

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.

SUSAN SHEPHERD, C.P.M.
PURCHASING AGENT

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

**REQUEST FOR PROPOSALS
for:**

**PROFESSIONAL CONSULTING SERVICES
to Design the
NORTH COUNTY BOULEVARD
COMPLETION PROJECT
STATE STREET (SR-89) to
SR-92**

CLOSING DATE
FOR RECEIPT OF PROPOSALS: Thursday, October 22, 2009

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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CERTIFICATE OF NON-COLLUSION. Attachment B

1. NOTICE TO PROFESSIONALS

Through this **Request for Proposals (RFP)**, Utah County(hereinafter County) is seeking proposals from qualified professional firms to demonstrate qualifications, experience, and proposed approach to provide engineering, design, and construction management services for the proposed North County Boulevard completion project from State Street (SR-89) to Highland Highway (SR-92).

Responses to this RFP should include details about qualifications and related experience as described herein, and a detailed proposal defining the approach and process for the design and management of this project. Utah County intends to compare and evaluate all qualifying submittals and select the most qualified firm based on proposal content, experience and qualifications, understanding of the project, methodology to deliver the desired end product, and the plan for managing the project.

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.

2. SCOPE OF WORK

The scope of work includes the design, reconstruction and/or rehabilitation of the roadway for North County Boulevard (aka 2000 West, Pleasant Grove; 1100 East, American Fork; North Mt. Timpanogos Boulevard, American Fork; or 4800 West, Highland and Cedar Hills), a 5 lane arterial class road from State Street (SR-89) to Highland Highway (SR-92). The total length of the project is approximately 4 miles.

2.1 LOCATION OF PROJECT

This project is located in northern Utah County, within the communities of American Fork, Pleasant Grove, Cedar Hills, and Highland. The project is along the existing streets of 2000 West, Pleasant Grove; 1100 East, American Fork; North Mt. Timpanogos Boulevard, American Fork; and 4800 West, Highland and Cedar Hills) from State Street (SR-89) to Highland Highway (SR-92).

2.2 BACKGROUND

Utah County and UDOT have determined a need for a transportation corridor in northern Utah County. The existing corridor of 4800 West was selected because of the continuous nature of the road. This facility is planned to become a five lane, arterial class road.

2.3 GENERAL SCOPE

The Consultant shall provide a full complement of professional services to design a 5 lane arterial class road from State Street to SR-92 along North County Boulevard complying with all applicable UDOT and AASHTO standards and specifications. These services shall include, but not necessarily be limited to, those outlined below:

- A. Preliminary Design: The Consultant shall review the existing roadway elements and identify any areas of concern. County will provide the Consultant with the proposed right-of-way and width for the roadway. Alternative roadway alignments (both horizontal and vertical) shall be evaluated to find an optimum alignment to meet project needs and current UDOT and AASHTO standards. Depending on the final alignment selected, there may be a need for additional right-of-way acquisition from adjacent landowners. Preparation of plans and documents pertaining to ROW will be included with this Agreement if necessary.
- B. Utility Location: County is currently working with an engineering firm to locate all of the utilities within the proposed project area. The Consultant will be provided with that information. The Consultant will incorporate the utility information into the design and identify any utility conflicts. The Consultant will provide details for the relocation of utilities that are in conflict with the road project.
- C. Design Criteria: The Consultant shall provide to County the plans, specifications and design criteria to be used for the project including but not limited to, the following:
 - 1. Geo-technical investigation results, including drilling, coring and site specific evaluations
 - 2. Stream alteration requirements for the American Fork River crossing.
 - 3. Pavement design
 - 4. Signal, signing, and striping design
- D. Public Involvement Coordination Plan: The Consultant shall provide a plan for providing project information to the communities involved and to the general public.
- E. Project Team Meetings: Local involvement from Pleasant Grove, American Fork, Highland, and Cedar Hills cities is expected. Several informational meetings and work sessions with County will be required. Coordination will be required with Provo River Water Users Association with regards to the Provo Reservoir Canal Enclosure Project which crosses North County Boulevard. Coordination with UDOT will be a key role of the Consultant. UDOT will assume ownership of this road during or after construction. The design and construction management of this project shall comply with all current UDOT and AASHTO design and construction standards, specifications, rules, regulations and practices.
- F. Site Visits: The Consultant shall plan for an appropriate number of site visits to understand the nature of the project and to be familiar with the elements of the project that will require special attention. The Consultant shall also be available for pre-bid site visits as requested by potential bidders.
- G. Final Design: The Consultant shall provide a complete final design package to County that will include all drawings, specifications, standards, schedules,

and documents necessary to construct and bid the project. The Consultant shall also provide the following as part of the design package:

1. Soils report
2. Topography and site survey support services
3. Utility location identification and relocation plans
4. Full width roadway design for North County Boulevard
5. Drainage design
6. Structures design
7. Signal design and lighting design.
8. Provide full engineers estimate
9. Provide bid package conforming to Utah County forms and procurement rules

The provided design package shall comply with all applicable AASHTO and UDOT design and construction standards, specifications, rules, regulations and practices.

- H. Assisting in advertising the project: County will advertise the project for bid. The Consultant shall assist in the preparation of advertisements for bid, preparation of any addendums, and tabulation and evaluation of the bids.
- I. Construction Management (if needed): UDOT may, at it's option, perform construction management services for this project. The determination of UDOT's involvement will be made prior to the commencement of construction. If the determination is made that the Consultant will perform the construction management duties for this project, the Consultant shall provide the following:
1. Inspection
 2. Materials Testing
 3. Construction Surveying and Staking - This will be required whether UDOT or the Consultant performs the construction management.
 4. Documentation
 5. Maintain a Quality Control/Quality Assurance Plan for the project.
 6. Project Accounting
 7. Project Meetings
 8. Project Close-out

3. INSTRUCTIONS TO PROPOSERS

3.1 PROJECT TIMETABLE

The following timetable has been established for this project.

ITEM	DATE
Closing Date for Receipt of Proposals	Thursday, October 22, 2009 3:00 p.m.(Mountain Time) REQUIRED
Commencement of Design Work	November 2009 (projected)

3.2 PRE-PROPOSAL SITE VISIT

Proposers are strongly encouraged to visit the proposed sites and examine the conditions prior to submitting their proposals.

3.3 PROCEDURE

- A. The procedure for response to this RFP, evaluation of proposals, and selection of a Consultant is as follows:
1. Interested entities will prepare and submit their proposals according to the Project Timetable contained in Subsection 3.1.
 2. County and/or its representatives, and representatives from UDOT and the affected communities will evaluate all submitted proposals in accordance with the evaluation criteria.
 3. Oral presentations may be requested by County from selected proposers.
 4. A Professional Services Agreement incorporating this provisions, terms and conditions of this RFP will be executed between County and the selected Consultant.

3.4 PROPOSAL SUBMISSION

- A. Each respondent must submit SEVEN (7) COPIES of its SEALED proposal to the Utah County Purchasing Agent. The envelope containing the proposal must be clearly labeled "SEALED PROPOSAL - NORTH COUNTY BOULEVARD COMPLETION PROJECT STATE STREET (SR-89) to SR-92".

The proposal must be delivered to:

Susan Shepherd, Utah County Purchasing Agent
100 East Center, Room 3600
Provo, Utah 84606

- B. The deadline for receipt of proposals is set forth in Section 3.1 “Project Timetable”. LATE PROPOSALS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN UTAH COUNTY PROCUREMENT RULES AND REGULATIONS.

3.5 PROPOSAL ORGANIZATION AND CONTENT

All requested documentation must be included. Responses must be on the included forms. If the respondent requires additional space, plain sheet(s) of paper may be used and attached to the form(s). The proposal must include (in the following order):

- A. Transmittal letter stating the respondent’s intent to participate in the contract. The letter of transmittal shall be on official business letterhead and shall include the following:
 - 1. A statement that the respondent will comply with all terms and conditions as indicated in the RFP.
 - 2. A statement indicating whether the respondent is a corporation or other legal entity.
 - 3. A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
 - 4. A certification statement to the effect that the person signing the proposal is authorized to do so on behalf of the respondent.
 - 5. Names of the key contact persons with their title and telephone numbers. Also, indicate first and second back-up contact persons if the person signing the proposal is not available to take a call from Utah County.
 - 6. Name and complete mailing address of the respondent along with telephone number and fax number.
- B. Completed Proposal Response Form (Attachment A) including all requested attachments. The proposed price must be included on this form and the proposed payment schedule must be included as one of the attachments. The proposed price shall be inclusive of all costs to complete the work including but not limited to travel, equipment, testing, and printing. Proposals shall include a copy of current billing rates for key personnel
- C. Completed Vendor Certification Form (Attachment B).
- D. Certificate of Commercial General and Professional Liability insurance as required in Section 4.9.A.
- E. Certificate of current Workers Compensation insurance as required in 4.9.B.

F. Proposal, including at least the following sections:

1. Executive summary (two pages maximum)
2. Organizational chart showing the team involved including individual members, all organizations, relationships, and breakdown of responsibilities. The percentage of the work that is expected to be performed locally. Indicate other offices/locations that might provide services along with a percentage of work to be performed at those locations
3. Proposer Qualifications:
This section should describe the proposer's experience on similar projects, including the individual team members' involvement on the specific projects described. Project information, such as photographs and plans for the identified projects, should be briefly included. Resumes of principals and other key staff scheduled to participate on the projects should be included. For all major participants, note the approximate full time equivalent hours to be devoted to the project. Provide a minimum of three references, including name, address and telephone number, of persons who can attest to performance on relevant projects.
4. Work Plan:
This section should describe the methodology and process proposed to be used to complete the scope of work defined in Section 2, including any potentially innovative or creative solutions for the project. It should address the proposed schedule for the Consultant's work; identify any proposed strategies to be used to control costs, maximize construction economy and insure operational effectiveness; describe outputs to be delivered; and identify advantages of the proposal to County. This section shall also include the proposer's policy, method and need for gaining access onto private property, and what role, if any, the proposer would expect County to perform regarding property access.

3.6 ORAL PRESENTATION

As part of the proposal evaluation process, selected proposers may be invited to make oral presentations to County. These presentations must be made by the same project team personnel who will be assigned to the project should the proposer be awarded a contract.

3.7 ECONOMY OF PREPARATION

The proposal should be prepared simply and economically, providing straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Promotional material beyond those asked for in this RFP are unnecessary. However, technical literature about the proposer's

experience and qualifications may be included. Emphasis should be on completeness and clarity.

3.8 SUBMITTAL OWNERSHIP

All material submitted in response to this proposal becomes the property of County and shall not be returned. Proposers should carefully consider the items submitted before submitting items that would not be disposable to the proposer. Proposals submitted may be reviewed and evaluated by any persons at the discretion of County.

3.9 COUNTY USE OF PROPOSAL IDEAS

County reserves the right to use any or all ideas presented. Selection or rejection of the proposal does not affect this right.

3.10 QUESTIONS AND CLARIFICATIONS

Questions regarding this RFP should be directed to:

Richard J. Nielson, Public Works Director/County Engineer
2855 South State Street
Provo, UT 84606
Business Hours: 8:00 a.m. to 5:00 p.m. Mountain Time
Telephone : (801) 851-8600 Fax: (801) 851-8612

3.11 ACCEPTANCE OF PROPOSAL

- A. 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 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 County may terminate this procurement procedure at any time, and 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.
- C. Upon the proposer and County entering into a written contract, the contents of the proposal of the successful proposer shall become contractual obligations unless inconsistent with, contrary to, or in conflict with this RFP or as modified by the written contract. Failure of the successful proposer to enter into a written contract may result in cancellation of the award.

3.12 DISQUALIFICATION OF PROPOSAL

- A. County reserves the right to reject any and all proposals received by reason of this

RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of County. County may not award a contract solely on the basis of this RFP and will not pay for the information solicited or obtained. The information obtained will be used in determining the proposal that best meets County's needs and is the most advantageous proposal received. No oral, telegraphic or telephonic proposals or modifications will be considered.

- B. The occurrence of any of the following may result in disqualification of a proposal:
1. Failure to respond by the established submission deadline.
 2. Failure to completely answer all questions posed in the RFP.
 3. Use of any other type of form or format other than those indicated in the RFP.
 4. Failure to provide requested documentation at the time of proposal submission.
 5. Illegible responses.
 6. If the proposer adds any provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award, or any other unauthorized conditions, limitations or provisions.
 7. If the proposer is unable to evidence a satisfactory record of integrity.
 8. If the proposer is not qualified legally to contract.
 9. County reserves the right to reject any or all proposals.

3.13 WITHDRAWAL OF PROPOSAL

The proposal may be withdrawn upon request by the proposer, without prejudice, prior to, but not after, the time fixed to receive proposals.

3.14 DISPOSITION OF PROPOSALS

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

3.15 PROPOSAL COST

Cost for developing proposals and making proposal presentations are entirely the responsibility of the proposer and shall not be chargeable in any manner to County.

3.16 EVALUATION CRITERIA

- A. All requirements identified in this RFP must be satisfied to insure that the proposal will qualify for consideration. County desires to receive proposals from firms who can demonstrate operational and technical qualifications and capabilities.
- B. All proposals will be evaluated by representatives of Utah County to identify the proposal that best meets the needs of Utah County as set forth in the RFP. A

point-based system will be used to evaluate all proposals. The evaluation categories and their relative weights are listed on the Proposal Evaluation Worksheet. A brief description of each component includes:

1. **Qualifications and Experience.** This category deals with the proposer's performance on similar prior projects, the experience level of key personnel proposed for this project, and the proposer's willingness and demonstrated ability to work effectively with County. Experience relates to the overall assessment of the proposer's assigned personnel. Evaluation will be based on resumes that are provided, direct contact with identified current and previous clients, submitted information in response to the RFP, and the oral interviews.
 2. **Understanding of Project.** This category represents an evaluation of the Consultant's understanding of the North County Boulevard project and the technical approach to be used to meet County's needs for design and construction management.
 3. **Proposed Cost and Timetable:** (See Attachment A, Proposal Response Form) This category will evaluate the Consultant's costs and completion date. It is the desire of County to have this project ready for bid in April 2010.
 4. **Plan for Managing the Project.** This category represents an evaluation of the Consultant's plan for managing the project including information acquisition, design, bidding, and construction management.
- C. The evaluation of proposals will be conducted in two steps. The proposals will be evaluated in terms of the proposer's ability to satisfy the requirements outlined in the RFP. The top scoring proposers may be invited to participate in oral interviews to determine the most advantageous proposal to County. At the conclusion of these reviews, one proposer will be recommended for contract award.

PROPOSAL EVALUATION WORKSHEET

Professional Consulting Services
 North County Boulevard Completion Project State Street (SR-89) to SR-92
 Utah County Public Works Department
 October 2009

Proposer: _____ Evaluator: _____ Date: _____

CRITERIA	SCORE (0-5 , see below)	X	TOTAL	COMMENTS
Qualifications and Experience		6	30 possible	
Understanding of Project		6	30 possible	
Cost and Timetable		5	25 possible	
Plan for managing the project		3	15 possible	
TOTAL				

Scoring will be based on a scale of zero to five, with five being the highest possible and zero being the lowest.

- 5 Excellent, exceeds requirements
- 4 Above average, exceeds minimum requirements in some areas.
- 3 Acceptable, meets minimum requirements of RFP.
- 2 Fair, partially unresponsive.
- 1 Inadequate, fails to meet requirements.
- 0 Nonresponsive, not addressed in proposal.

3.17 GENERAL

- A. County will award the contract in reliance upon the information contained in proposals submitted in response to the RFP, oral interviews and County's determination of which proposal will be most advantageous to County. County will be legally bound only when and if there is a signed contract entered into between County and the awarded proposer.
- B. It is vitally important that any person who signs a proposal or contract on behalf of a respondent certifies that he or she has the authority to so act. The provider 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. County shall have no liability to any person or entity under or in connection with this RFP, unless and until County and such person or entity have executed and entered into a contract pursuant to the terms of this RFP.
- D. By responding to this RFP each responding party acknowledges that neither 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 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 a contract when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by Consultant in any manner as having any legal effect whatsoever.

4. GENERAL REQUIREMENTS

4.1 AMENDMENTS

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

4.2 ALTERATION OF SPECIFICATIONS OR CHARACTER OF WORK

The County Commission, after recommendation by the County Engineer, reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in the details of the work, and the elimination of one or more items as may be found necessary or desirable and to adjust the contract price accordingly. Such alterations shall not be considered as a waiver of nor release of any surety. The Consultant agrees to accept the work as altered the same as if it had been a part of the original contract. The Consultant shall

proceed with the work alterations when ordered in writing. Financial increases to the contract must be approved in writing by the County Commission before additional work is authorized.

4.3 ASSIGNMENT

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

4.4 AUTHORITY OF THE COUNTY COMMISSION AND THE COUNTY ENGINEER

- A. The County Commission or the County Engineer will decide all questions which may arise as to the quality, quantity and acceptability of materials furnished and work performed and as to the rate of progress of work. They/He will also decide all questions which may arise as to the acceptable fulfillment of the contract on the part of the Consultant.
- B. The County Commission or the County Engineer will have the authority by written order to suspend work wholly or in part due to the failure of the Consultant to carry out provisions of the contract, for failure to carry out orders, 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.

4.5 EMPLOYMENT STATUS VERIFICATION

Consultant shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act. Consultant shall by contract require its contractors, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

4.6 EXTRA WORK

- A. Extra work, shall be undertaken only when previously authorized in writing by County, and is defined as additional work which is neither shown nor defined on the plans or specifications, but determined by County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions. But the changed condition must be radical, unforeseen, and completely beyond the control of the Consultant.
- B. Miscellaneous items normally associated with the major work items shown, but which may not be specifically shown, shall be furnished by the Consultant as if they had been shown, without additional cost to County. After prior authorization of the County Commission in writing, payment for authorized extra

work will be made by reimbursement for all direct and substantiated costs of labor, materials, and supplies used.

4.7 INDEMNIFICATION

Consultant shall defend, indemnify, save and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) Consultant's, its subcontractors, agents or employees performance of the contract or their provision of any services required herein to be performed by the Consultant or its subcontractors, agents or employees, and (b) any act or omission of the Consultant, or its subcontractors, agents or employees. The Consultant shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement.

4.8 INDEPENDENT CONTRACTOR

- A. Consultant states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from County, and that this Agreement is not exclusive of other agreements, contracts or opportunities.
- B. The parties intend that an independent contractor relationship will be created by this Agreement. County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Consultant. Consultant is not to be considered an agent or employee of County for any purpose, and the employees of Consultant are not entitled to any of the benefits that County provides for County's employees. It is understood that County does not agree to use Consultant exclusively. It is further understood that Consultant is free to contract for similar services to be performed for others while working under this Agreement.
- C. Both parties agree that Consultant shall be deemed an independent contractor in the performance of this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, Consultant shall have no authorization, express or implied, to bind County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for County. The compensation provided for in this Agreement shall be the total compensation payable hereunder by County.

4.9 INSPECTION AND ACCEPTANCE

County or its authorized representatives shall have the right to enter the premises of the Consultant, or such other places where contract services are being performed, to

inspect, audit, monitor or otherwise evaluate the services being provided and the financial records pertaining to the Agreement. The Consultant must provide reasonable access to all facilities and assistance to County or its authorized representatives.

4.10 INSURANCE

- A. Consultant agrees to carry Commercial General and Professional Liability insurance coverage equal to or greater than \$2,200,000 per occurrence, or as modified by the state risk manager pursuant to state statute during the term of the Agreement. The per occurrence liability limits may be met by combining a policy with a face amount of at least \$1,000,000.00 per occurrence with additional excess or umbrella coverage. This coverage shall provide liability and errors and omissions insurance to cover the activities of Consultant including Consultant's agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of the contract. **This insurance shall name 'Utah County, 100 East Center, Provo, Utah 84606' as a certificate holder.** The Consultant shall furnish, with the proposal submission, a Certificate of Insurance to Utah County evidencing that the Consultant has this insurance in the stated amounts. Certificates of insurance in the stated coverage and amounts shall be provided to County prior to commencing work.

- B. The Consultant shall furnish, with the proposal submission, a Certificate of Insurance to Utah County evidencing that the Consultant has Workers Compensation Insurance for the Consultant, all subcontractors, and all employees of the Consultant and/or subcontractors. Consultant shall require and verify that its subcontractors carry Workers Compensation insurance.

4.11 INTERPRETATION OF AGREEMENT

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

4.12 LEGAL

Consultant shall provide all legal support for the project including but not limited to the preparation of contracts with subcontractors. All contracts shall be interpreted pursuant to the laws of the State of Utah.

4.13 NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against a 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.

4.14 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 thereunder.

4.15 PAYMENTS

- A. Once each month the Consultant may submit an Application and Certification for Payment based on the estimated value of the work completed as of that date. These pay requests shall include a detailed line-item breakout of each major work / product areas, and shall be submitted according to the schedule agreed upon by the both parties.
- B. Upon certification by County, the Consultant shall be paid by County within fifteen (15) days following said certification.
- C. Partial or progress payments shall not relieve Consultant of performance obligations under this Agreement, nor shall such payments be viewed as approval or acceptance of work performed.
- D. Partial or progress payments shall be in an amount not to exceed 90% of the contract amount less previous payments made. Final payment shall be withheld until all provisions of the contract are met. Notwithstanding final payment, County reserves any and all claims it may have against Consultant arising out of Consultant's performance of this Agreement.
- E. Payments may be withheld from the Consultant by County in order to protect County from loss due to:
 - 1. Defective work not remedied.
 - 2. Liens or claims filed related to the contract or reasonable evidence of probable filing.
 - 3. The Consultant's failure to promptly pay subcontractors or suppliers for labor and/or materials accepted by the Consultant.
 - 4. Damage to another contractor.
 - 5. Failure to perform.

4.16 PROPRIETARY INFORMATION

The Consultant shall mark any specific information contained in the proposal which is not to be disclosed to the public or used for purposes other than the evaluation of

the proposals. Pricing and service elements of the successful proposal will not be considered proprietary.

4.17 RULES OF PROCUREMENT

- A. This procurement shall conform to and is governed by The Utah County Division of Purchasing, Procurement Rules and Regulations.
- B. All proposals must be submitted in the proposal format outlined in Section 3 (Instructions to Proposers) of this RFP.
- C. All prospective providers must meet the required criteria as of the date of submission. Respondents must provide all information requested in the Proposal Response Form.
- D. 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 County.

4.18 SUCCESSORS IN INTEREST

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties thereto.

4.19 TERMINATION

- A. This Agreement may be terminated for any reason by County upon thirty (30) days written notice to the Consultant, without prejudice to any other right or remedy County may have.
- B. Failure of the Consultant to adhere to any of the performance requirements, terms, conditions and or provisions of this Agreement shall be cause for termination.

4.20 WARRANTY.

The Consultant warrants to County that all services furnished under this Agreement will be of good quality, free from all faults and defects and in conformance with this Agreement. All services not conforming to the forgoing requirements may be considered faulty, defective or non conforming. Faulty, defective and nonconforming services will be corrected by Consultant at Consultant's sole expense.

4.21 ENTIRE AGREEMENT.

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

ATTACHMENT A

PROPOSAL RESPONSE 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 Professional License Type(s) and License Number(s)

Federal Tax Identification 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 judgements, 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

FINANCIAL REFERENCES (these may be checked)

1. Bank Name & Address _____

Manager _____ Phone _____

2. Bank Name & Address _____

Manager _____ Phone _____

3. Other _____

Manager _____ Phone _____

PROJECT REFERENCES

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

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

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

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

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

SCOPE OF PROFESSIONAL WORK PERFORMED ON THE ABOVE PROJECTS

PRICE PROPOSAL

I hereby propose to provide the Professional Consulting Services described in the Request for Proposals, and my response thereto, for a professional fee of:

Design(2.3. A.thru G.)	\$ _____
Project Advertisement(2.3 H.)	\$ _____
Construction Management (2.3 I. 4 thru 8)	\$ _____
Inspection/ Materials Testing (2.3 I. 1,2)	\$ _____
Construction Surveying and Staking(2.3 I. 3)	\$ _____

(Each proposer must also ATTACH A PROPOSED PAYMENT SCHEDULE for the work which will be performed. This will be used as the basis for determining a mutually agreed upon payment schedule to be included in any contract resulting herefrom.)

COMPLETION DATE

Please list the date by which you will complete the project:

CERTIFICATION

I hereby certify that I have read, understand, and agree to all sections and attachments of the Request for Proposals for Professional Consulting Services for the North County Boulevard completion project from State Street (SR-89) to Highland Highway (SR-92). I further certify that the information submitted by me/my company in response to the Request for Proposals is true and accurate.

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

Signature

Title

ATTACHMENT B

VENDOR CERTIFICATION FORM

STATE OF UTAH)
)SS
COUNTY OF UTAH)

Request for Proposals for the
North County Boulevard Completion Project
State Street (SR-89) to SR-92

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 officer ever been involved in any
bankruptcy action? If "yes" attach explanation. YES NO

Has your firm or any partner or officer ever been listed on the
Excluded Parties List System? YES NO

Are any of the Contractor'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

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 _____, of _____
(owner, partner, officer or delegate) (firm)

do 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 contract or bidding process.

Contractor Signature By: _____
Title

Subscribed and sworn to before me this ___ day of _____ 2009 A.D.
My Commission Expires _____

Residing at _____ Seal

By: _____

Notary Public