



Wednesday, August 21, 2024

Request for Proposal (RFP) for Development Review Consulting and Inspection Services in Wasatch County, Utah

Public Notice is Hereby Given; that Wasatch County as Agency, invites sealed proposals for the above stated project and will receive such proposals in the Manager's Office, 25 North Main Street, Heber City, Utah, 84032 up to the hour of 4:00 P.M. on September 18, 2024.

Pre-Proposal Meeting & Questions. There will be a pre-proposal conference at the Wasatch County Administration building, 25 N. Main, Heber City, Utah, 84032 on September 11, 2024, at 1:30 P.M. Attendance is not mandatory but is encouraged. The pre-proposal conference is intended to answer any questions and provide clarification on anything contained in this RFP.

All questions relating to this RFP should be addressed in writing to the County's Project Representative: Natalie Foster by e-mail nfoster@wasatch.utah.gov. The deadline for questions is Tuesday September 10, 2024 at 4:00 P.M. All questions will be recorded and submitted, with answers, to all known Proposers by 4:00 p.m., September 12, 2024.

Proposal Process. Proposals shall be prepared and submitted in conformance with the instructions to Proposers and submitted in the following format:

1. Envelope/Package 1: Technical proposal (5 copies) and 1 thumb drive with a pdf version of the Technical Proposal. Package shall be marked "Consulting Services Technical Submission – Do Not Open with Regular Mail."
2. Envelope/Package 2: Fee Proposal (5 copies) and pdf version on the thumb drive of the fee proposal. Package shall be marked "Consulting Services Fee Proposal Submission – Do Not Open with Regular Mail."

This RFP does not commit the County to award an Agreement, nor pay for any costs incurred in the preparation of a proposal for this request. The County reserves the right to accept or reject any or all proposals received, to negotiate with any qualified firm or to modify or cancel in part or the entirety of the RFP if it is in the best interest of the County to do so. Proposals will remain valid for ninety (90) days while the County reviews.

Proposer Interviews. The County anticipates inviting Proposers to participate in Oral Presentations and Interviews on Thursday September 26, 2024. The County reserves the right to determine if all or some of the proposals will be interviewed. During the interview, Proposers will be required to have the staff present that will serve as the Principal Engineer, Review Engineer(s) and Construction Inspector(s) for the County. The specific time of interviews will be determined based on the number of proposals received.

Request for Proposal Packets are available at:

Wasatch County Administration

Engineering: Natalie Foster (nfoster@wasatch.utah.gov)

25 N. Main Street, Heber City, UT 84032

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Introduction

Wasatch County is soliciting proposals from qualified consulting engineering professionals to provide Engineers services such as development plan review, land development inspections, and other services. Wasatch County is a fast-growing community with a diverse number and types of development. Engineering consultant development review and inspection services are needed to assist county staff and occasionally, advise the Planning Commission and County Council.

Wasatch County encompasses 1,206 square miles and is comprised of valleys and mountainous terrain with over half of the land 7,500 feet above sea level. This geography creates many challenges with steep slopes, geologic hazards, flood plains, and significant snowfall. Wasatch County, at times, has been the fastest growing county in the state with an increase in growth nearing 50% over the last 10 years, the population is over 35,000. The County operates under a Council/Manager form of government.

Scope of Consulting Services

1. Development plan review
 - a. Development Review Committee (DRC) participation. Online meeting with other County departments during working hours held twice a month, typically every other Thursday morning at 9:00 A.M. (times may vary)
 - b. DRC review of project plans (through the County online permitting system, OnBase) to determine compliance with County codes and approve to move forward or reject for corrected plans to be resubmitted (see sub-section 3).
 - i. This may include conceptual/preliminary/final plans, architectural plans, site plans, grading/drainage plans, and subdivision construction permits, and associated applications.
 - ii. The County Code requires DRC reviews to be completed within two weeks of submission of a complete application, and reviews of submitted revised plans responding to DRC comments to be reviewed within 2 weeks of formal submission.
 - iii. Pursuant to UCA 17-27a-604.2(8)(b), requests for additional information or modifications to project plans shall be specific and include citations to ordinances, standards, or specifications that require the modifications to project plans, and shall be logged in an index of requested modifications or additions. The County plan review software assists the DRC in logging review comments as required.
 - c. Coordinate, consult, and provide input to other departments and agencies as may be required (typically on a daily basis) through coordination meetings or informal online meetings and phone call discussions.
 - d. Planning Commission meeting attendance (as necessary)
 - e. County Council meeting attendance (as necessary)

- f. May provide miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the County.
 - g. Utilize the County Onbase software program, or its successor, to log review comments, to accept and reject applications, and to track progress on execution of applications and bonds.
2. Construction
- a. Inspections of sub-surface storm drainage, roads, and other infrastructure.
 - b. Detailed inspection reports
 - c. Sign off on engineering permits and other engineering needs
 - d. Product and materials submittal review and approval
 - e. Bond reductions
 - f. Works with Developers and their Contractors throughout the construction process to ensure county codes are met and proper construction techniques are used from the beginning to end of construction permits.
 - g. Punchlist creation
 - h. Bond reduction review and sign off
 - i. Final acceptance recommendation
 - j. Warranty reviews and sign offs.
3. Engineering review
- a. Geotechnical review
 - b. Steep slope review
 - c. Traffic study/plan review
 - d. Engineering permit reviews (Driveway and Encroachment, Right-of-way Excavation, Grading, and Subdivision Construction Permits)
 - e. Review of development engineer's construction estimate
 - f. Retaining walls & cut slopes
 - g. FEMA flood plain compliance
 - h. Storm water conveyance and storage
 - i. Land disturbance complaints/enforcement
 - j. Revisions to County Code and engineering construction standards
 - k. Review Stormwater Pollution Prevention Plan (SWPPP)
 - l. Grading and drainage plans
 - m. Any other engineering code questions and reviews as requested
4. Other projects as assigned by the County
- a. May provide design and project construction and contract management services for public works projects and other capital improvement projects
 - b. May review and help update County Code
 - c. May assist the County with processing grant applications
 - d. May assist in enforcement actions.

Response Content

The Technical Proposals shall be submitted in the format specified below:

1. Table of Contents
2. Cover Letter - This letter should be on the company letterhead and addressed to the County with a statement of the Proposer's basic understanding of the County's needs. The names, the business address and telephone numbers of Proposer's firm's officers, directors, and associates along with the names and addresses of any parent or subsidiary of Proposer's company. Information should describe the nature of the work and the line of authority of these individuals as they relate to this project. Clearly state which services within the scope Proposer's firm will provide and which services will be subcontracted (if any). Include the name, office address, email, and telephone number of the Proposer's primary point of contact. As appropriate, also include the names and qualifications of Subcontractors and/or associates that will assist on this project.
3. Statement of Project Understanding - Describe Proposer's understanding of the scope of work and describe Proposer's approach in providing services. Proposer should provide information on any specific software programs/technology-based applications that are used to keep track of projects that are under review. Proposer should also provide current response times ("turn-around times") for submitted projects. County Development Review Committee (DRC) Process requires full review, comments and approval or rejection of the project within a 14-calendar day period. This is NOT negotiable. Engineering permits have shorter turnaround times as those reviews are typically less intensive. Engineering consultant must provide thorough reviews for a number of projects with completion dates happening at any given time. Please provide information on how this will be accomplished. How does the Proposer provide excellent customer service to both project applicants while also ensuring that project applicants adhere to applicable requirements?
4. Project Team, Key Personnel and Resumes - provide an organization chart showing the names and responsibilities of key personnel and subconsultants. Provide resumes of all key personnel identified in the organization chart. Be sure to note which of the Proposer's staff will serve as Principal Engineer, Review Engineer(s), and Construction Inspector(s).
5. Company Qualifications - Provide qualifications of Proposer's firm, emphasizing similar services provided and local experience. Please provide information on any work being done in the County and if there is the possibility of conflicts of interest.
6. References - Provide a minimum of five (5) references for similar work done, or being done, for clients. Other municipalities, County's, SSDs, state entities, or interlocal agencies are preferred.
7. Litigation - Provide a list of any pending or previous litigation over the past five (5) years related to Proposer's firm's work, and the outcome of any closed claims or cases.
8. Professional Services Agreement - A Professional Services Agreement will be required from the selected consultant after their proposal is accepted. The Agreement will come forth for review and negotiation after the selection process has proceeded. Execution of a mutually acceptable Professional Services Agreement will be required prior to final selection or performing services. A draft agreement is shown in Exhibit A.
9. Proof of insurance: Upon selection, a Proposer must submit a copy of their current certificate of insurance (COI). The COI must include the required coverage and

minimum limits as required by the County, as shown in Exhibit B. Proposers must also submit a letter from their insurance provider stating the provider's commitment to insure the Proposer, if awarded an agreement, for the types of coverage and at the limits as specified after selection.

10. Addenda Acknowledgement: If any Addenda is issued by the County, Proposers shall include an acknowledgement of receiving such Addenda and their agreement with the terms and conditions stated in such Addenda. If no Addenda is issued, Proposers shall state so in this section.

Fee Proposal

In a separate envelope, provide a compensation schedule for the services to be provided. Provide an hourly compensation schedule for all personnel that may provide the services requested. Discuss any fee escalators for hourly rates, such as an annual CPI adjustment. Include any markups for reimbursable items, such as printing costs, mailing, material procurement, etc.

The Fee Proposal should be provided in a sealed envelope and marked on the outside of the envelope "Consulting Services Fee Proposal Submission – Do Not Open with Regular Mail."

Submit proposal to:
Wasatch County
Engineering
Attn: Natalie Foster
25 N Main Street
Heber City, Utah, 84032

Please note that the County intends to select Proposer's for interviews based on qualifications and will open a Proposer's Fee Proposal if the Proposer is selected to be interviewed by the County. All other Fee Proposals will not be considered.

Proposals must be received by the County no later than 4:00 p.m., on September 18, 2024.

Review and Selection Procedure

The Proposal must be sealed and received by the County no later than 4:00 p.m. on the 18th day of September 2024. Proposals received after the time and date specified above will not be considered. The County anticipates inviting Proposers to participate in an Oral Presentation/Interview on September 26, 2024. During the interview, Proposers will be required to have staff present that will serve as the Principal Engineer and Construction Inspector for the County. The County reserves the right to select the proposals and only interview those proposals that, in their sole discretion, meet the needs of the County. The specific time of interviews will be determined based on the number of proposals received. All proposals received shall be evaluated with the emphasis placed on:

1. Proposal Content and Format (5%)
 - a. Proposal formatted per Response Content requirements of RFP.
2. Consultant Experience (40%).
 - a. Qualifications and relevant experience of consultant and subconsultant personnel.
3. Consultant Presentation (10%).
 - a. How Consultant presents itself to the review committee.
4. Consultant's Capabilities (30%).
 - a. Demonstrated capability on similar or related projects.
 - b. Methods to be used in the performance of civil engineering tasks.
 - c. Approach to maintaining quality of work and cost control.
 - d. Commitment to availability of personnel assigned to the contract for task order work on short notice.
5. Consultant's Fees (15%)

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Proposer shall be rejected. The Proposer is advised that should this RFP result in recommendation for award of an Agreement, the Agreement shall not be in force until it is approved and fully executed by the County. All products used or developed in the execution of any Agreement resulting from this RFP shall remain in the public domain at the completion of the Agreement. Any Agreement awarded because of this RFP shall be awarded without discrimination based on race, color, religion, age, sex, or national origin. Wasatch County reserves the right to award more than one Proposer or reject all Proposals.

General Proposal Terms and Conditions

1. Agreement Requirement – Any Agreement(s) resulting from this RFP will be awarded to a firm whose Proposal meets the technical requirements of the RFP and is best able to perform the required consultant services in the discretion of the County. The Proposer(s) to whom the Agreement is awarded shall execute a written Agreement with the County in short order, preferably within ten (10) calendar days after notice of the award has been sent by mail to the Proposer at the address given in the proposal. The Agreement shall be made in the form approved by the County and incorporated in this RFP as Exhibit A. Any exceptions, concerns, or requests to modify the Agreement must be provided in writing and submitted with the Proposer's proposal (see Response Content section 3 above). The Proposer warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, and materials to carry out and complete the work hereunder in compliance with all applicable federal, state, county, and County laws, ordinances, statutes, and regulations.
2. Communications Regarding RFP – If a Proposer is in doubt as to the meaning or intent of any part of the RFP, or discovers discrepancies in or omissions from the RFP, it may submit a written request for an interpretation or correction thereof to the Engineering Office, Attn. Natalie Foster. Interpretation or correction of the RFP shall be made only by addendum duly issued by the County. A copy of any such addendum

shall be mailed or delivered to each person receiving the RFP, and such addendum shall be considered a part of the RFP and shall be incorporated therein. All timely requests for information submitted in writing by September 10, 2024, at 4:00 p.m., shall receive a written response from the County. Telephone communications with members of County staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the County.

3. Modification or Withdrawal of Submittals - Any proposal received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the prospective Proposer. To be considered, however, the modified proposal must be received by the time and date originally specified.
4. Property Rights - Proposals received within the prescribed deadline become the property of the County and all rights to the contents therein become those of the County.
5. Confidentiality - Prior to award of the Agreement, all proposals shall be designated confidential to the extent permitted by Utah State code. After award of the Agreement, or if not awarded, after rejection of all proposals, all responses shall be regarded as public records and shall be subject to review by the public. Any language purported to render confidential all or portions of the proposals shall be regarded as non-effective and shall be disregarded.
6. Non-Commitment of County - This RFP does not commit the County to award an agreement, to interview any engineering firm, to pay any costs incurred in the preparation of a proposal responding to this request, or to procure or contract for services. The County reserves the right to accept or reject any or all proposals received because of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety the RFP, if it is in the best interest of the County to do so.
7. Insurance Endorsement - Proposer's attention is directed to Exhibit B's insurance requirements. The County requires Proposer to endorse the third-party general liability coverage required to include as additional insureds the County, its officials, employees, and agents. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Proposer or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. By submitting a proposal, Proposer is confirming Proposer can comply with the County's insurance requirements.
8. Subcontractor Approval - Unless prior written consent from the County is obtained, only those Subcontractors whose names appear in Proposer's proposal shall be used in the performance of this Agreement.
9. Addenda - The County may, from time to time, issue Addenda to the RFP. Proposers are responsible for ensuring that they have received all Addenda. Each Proposer is responsible for verifying that it has received all Addenda issued, if any. Proposers must acknowledge receipt of all Addenda, if any, in their proposals. Failure to

acknowledge receipt of all Addenda may cause a Proposal to be deemed incomplete and non-responsive.

**Exhibit A – Draft Agreement
(To be finalized upon selection)**

[Contractor]
[Contact]
[Address]
[email]

[Date]

Re: Engineering Services Agreement

Dear [Contact]:

This agreement is between Wasatch County (“County” or “Client”) and [Contractor] (“Consultant”).

SCOPE OF SERVICES

Consultant will perform the Services attached as Exhibit A (“Services”), or part of the Services, on a project by project basis as mutually agreed upon by both parties (“Project”). The County may, from time to time, request Consultant to perform Services on a Project. Consultant will be deemed to have agreed to perform the Services for the Project if they commence performing Services on a Project after receiving a written request from the County, or by responding affirmatively to a request to perform Services on the Project. If Consultant does not want to perform Services on a Project, they shall let the County know promptly in writing after receiving the request. Services shall be performance in accordance with the Terms and Conditions, attached as Exhibit B. Consultant shall maintain insurance, as required in the Terms and Conditions, in the amounts outlined on Exhibit C.

PROFESSIONAL FEES

Services will be billed on a time and material basis in accordance with the fee schedule attached as Exhibit D. The fee schedule may be updated from time to time through both parties initialing or signing a revised fee schedule.

Consultant shall provide invoices reasonably detailing the basis for all charges. County shall pay any undisputed invoices within thirty days of the receipt of the invoice.

ACCEPTANCE

If this proposal is satisfactory, please sign in the space provided below and return a copy of the proposal to County within 10 days of the date of this letter.

Respectfully,

Wasatch County
Jed Muhlestein, Wasatch County Engineer
25 North Main
Heber City, Utah 84032 P. 435-657-3180
jedm@wasatch.utah.gov

Encl:
Exhibit A – Services
Exhibit B – Terms & Conditions
Exhibit C – Insurance
Exhibit D - Fee Schedule.

ACCEPTANCE

I accept the terms to perform the Services as outlined herein.

By: _____ Title: _____
(Print)
Address:

Phone:

Email:

AGREEMENT EXHIBIT A- SERVICES

Scope of Consulting Services

5. Development plan review
 - a. Development Review Committee (DRC) participation. Online meeting with other County departments during working hours held twice a month, typically every other Thursday morning at 9:00 A.M. (times may vary)
 - b. DRC review of project plans (through the County online permitting system, OnBase) to determine compliance with County codes and approve to move forward or reject for corrected plans to be resubmitted (see sub-section 3).
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 - c. Coordinate, consult, and provide input to other departments and agencies as may be required (typically on a daily basis) through coordination meetings or informal online meetings and phone call discussions.
 - d. Planning Commission meeting attendance (as necessary)
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 - f. May provide miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the County.
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 - j. Warranty reviews and sign offs.

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 - a. Geotechnical review
 - b. Steep slope review
 - c. Traffic study/plan review
 - d. Engineering permit reviews (Driveway and Encroachment, Right-of-way Excavation, Grading, and Subdivision Construction Permits)
 - e. Review of development engineer's construction estimate
 - f. Retaining walls & cut slopes
 - g. FEMA flood plain compliance
 - h. Storm water conveyance and storage
 - i. Land disturbance complaints/enforcement
 - j. Revisions to County Code and engineering construction standards
 - k. Review Stormwater Pollution Prevention Plan (SWPPP)
 - l. Grading and drainage plans
 - m. Any other engineering code questions and reviews as requested
8. Other projects as assigned by the County
 - a. May provide design and project construction and contract management services for public works projects and other capital improvement projects
 - b. May review and help update County Code
 - c. May assist the County with processing grant applications
 - d. May assist in enforcement actions.

AGREEMENT EXHIBIT B – Terms and Conditions

1. **STANDARD OF CARE.** Professional Services performed by Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion or document.
2. **PAYMENT TERMS.** Client will pay Consultant for Services and expenses in accordance with the Fee Schedule attached to this Agreement and incorporated by reference herein. The Parties may agree to a unique payment for a project, but it shall be memorialized in writing and signed by the Client and the Consultant. Consultant's invoices will be presented at the completion of its work, or monthly, and will be paid within 30 days of receipt by Client or Client's authorized representative, unless contested. Client agrees to pay a finance charge of 1% per month on past due accounts, or the maximum allowed by law if such maximum is less than 1% per month. Any expense, besides reasonable mileage, shall be pre-approved in writing by Client. Any disputed fees shall not be due until the dispute is involved. The disputing party shall provide reasonable notice of any dispute on the fees.
3. **ATTORNEYS FEES.** Should either party to this Agreement bring suit to enforce this Agreement, it is agreed that the prevailing party shall be entitled to recover its costs, expenses and reasonable attorneys fees. A prevailing party is a party that shall have obtained a final judgment or order no longer subject to appeal. In the event of a settlement before final adjudication, both parties shall bear their own respective costs, expenses and reasonable attorneys fees, unless otherwise agreed.
4. **WORK PRODUCT.** Client shall have full ownership of any documents Consultant produces in performance of the Services, subject to receipt by Consultant of full payment due and owing for all Services relating to preparation of the documents, and subject to the following limitations: (1) Client acknowledges that such documents are not intended or represented to be suitable for use on a project unless completed by Consultant, or for use or reuse by Client or others on extensions of the project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants; (3) Client shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and (4) such ownership by Client shall not create any rights in third parties. Third parties shall have no claims against Consultant by virtue of this Agreement to make claims against Consultant for Services performed.
5. **CONFIDENTIALITY.** At times, Consultant may be provided information from the Client or from a developer, property owner, or applicant that is confidential, which shall be marked as

confidential, and Consultant shall use best efforts to keep such information confidential. Many of the reports Consultant produced under this Agreement are intended to be used in public meetings, and as such, will not be confidential. Client shall not release any methodologies, intellectual property of Consultant, or copyrighted material of Consultant without Consultant's written permission. All confidential information of Consultant shall be marked confidential.

6. **FORCE MAJEURE.** Neither party shall be liable to the other for any loss, liability, cost, damage or expense arising out of the delay or failure to render Services under this Agreement where such delay or failure arises by reason of legislative, administrative or government prohibition, fire, weather conditions, hostilities, civil disturbances, labor or industrial disputes, acts of God or any other event beyond the reasonable control of the delinquent party, in which event either party may terminate that portion of the Services under this Agreement not yet completed, and the delinquent party shall have no further liability to the other party. A change authorization extending the time to perform and stating an appropriate fee adjustment may be elected by mutual agreement of the parties hereto as an alternative to termination.

7. **CONFLICTS.** Consultant shall not perform any work or Services for the County for any Projects for which Consultant has performed any work or services related to the Project for any other person or organization.

8. **TERMINATION.** This Agreement may be terminated by either party upon ten days written notice if there is a failure by the other party to perform. Termination will not be effective if failure to perform is remedied before expiration of the ten day period. Upon termination, not caused by or resulting from Consultant's failure to perform, Consultant will be paid for Services performed to the date of termination, plus reasonable termination expenses and expenses associated with project Services provided under this Agreement.

9. **RELATIONSHIP OF PARTIES.** Consultant and its employees, agents, affiliates and subcontractors shall act solely as independent contractors in performing Services under this Agreement. Except as specifically provided in this Agreement, Consultant shall have no right or authority to act for Client and will not enter into any contract or other agreement, or incur any debt, liability or obligation of any nature in the name of, or on behalf of, Client. Consultant, its employees, agents, affiliates and subcontractors shall not be considered agents or employees of Client. Reliance upon the Services provided under this Agreement is limited to Client. Client acknowledges that the Services provided under this Agreement shall in no way be construed, designed or intended to be relied upon as legal advice or interpretation.

10. **IMMUNITY.** Client, as a governmental entity, falls under the protections of the Utah Governmental Immunity Act. When Consultant is providing Services to Client under this Agreement, it is the intent of the parties that Consultant, as Client's representative, will also be entitled to the protections of the Utah Governmental Immunity Act to the maximum permitted by law regarding claims by third parties.

11. **INSURANCE.** Consultant shall maintain insurance as shown on the attached Exhibit C.

12. **SUBCONTRACT AND ASSIGNMENT AUTHORIZATION.** Consultant shall have the right to subcontract project Services to be provided under this Agreement to qualified providers of Services selected by Consultant, only if authorized in writing by Client.

13. **SEVERABILITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force and effect.

14. **NOTICES.** Any notice required to be given by either party to the other under this Agreement shall be in writing and shall be deemed given if sent to the other, at the address set forth in this Agreement, by United States mail, certified or registered, return receipt requested, prepaid. Email may also be used, but shall only be deemed received if acknowledged in a non-automated reply by the Wasatch County Engineer.

15. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

16. **REPRODUCTIONS.** All facsimiles, copies, or other reproductions of this Agreement shall be considered the same as the original.

17. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state of Utah. Any dispute that after a good faith effort cannot be resolved between the parties shall be resolved in a court of competent jurisdiction within 25 miles of Heber City, Utah.

18. **ENTIRE AGREEMENT.** This Agreement constitutes the sole and entire agreement between Client and Consultant. This Agreement replaces and supersedes all prior discussions and Agreements between and among Client and Consultant with respect to the matters herein referenced.

AGREEMENT EXHIBIT C – INSURANCE

a.	Workers' Compensation:	Statutory
b.	Employer's Liability --	
	1) Bodily injury, each accident:	\$1,000,000.00
	2) Bodily injury by disease, each employee:	\$1,000,000.00
	3) Bodily injury/disease, aggregate:	\$3,400,000.00
c.	General Liability --	
	1) Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000.00
	2) General Aggregate:	\$3,400,000.00
d.	Excess or Umbrella Liability --	
	1) Per Occurrence:	\$1,000,000.00
	2) General Aggregate:	\$3,400,000.00
e.	Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):	
		\$1,000,000.00
f.	Professional Liability –	
	1) Each Claim Made	\$3,400,000.00
	2) Annual Aggregate	\$3,400,000.00

Consultant shall provide Wasatch County current certificates of insurance throughout the term, and shall provide Wasatch County at least 30 days notice before any insurance is cancelled or substantially modified. Wasatch County shall be listed as a certificate holder, but shall not be listed as an additional insured.

Agreement Exhibit D – Fee Schedule

Exhibit B – Insurance Requirements

INSURANCE

a.	Workers' Compensation:	Statutory
b.	Employer's Liability --	
	1) Bodily injury, each accident:	\$1,000,000.00
	2) Bodily injury by disease, each employee:	\$1,000,000.00
	3) Bodily injury/disease, aggregate:	\$3,400,000.00
c.	General Liability --	
	1) Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000.00
	2) General Aggregate:	\$3,400,000.00
d.	Excess or Umbrella Liability --	
	1) Per Occurrence:	\$1,000,000.00
	2) General Aggregate:	\$3,400,000.00
e.	Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):	
		\$1,000,000.00
f.	Professional Liability –	
	1) Each Claim Made	\$3,400,000.00
	2) Annual Aggregate	\$3,400,000.00
g.	Other (specify):	\$_____

Consultant shall provide Wasatch County current certificates of insurance throughout the term, and shall provide Wasatch County at least 30 days notice before any insurance is cancelled or substantially modified.