

# REQUEST FOR PROPOSALS

American Fork City



## **Engineering and Design Services**

### **36-inch Water Line Project**

RFP # WA201807

Date of Issue: September 20, 2018

Department of Public Works  
Engineering Division

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**I. NOTICE TO PROPOSERS**

**A. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT (GRAMA)**

American Fork City is a governmental entity subject to the Utah Government Records Access and Management Act (“GRAMA”), Utah Code Ann. §§ 63G-2-101 to -901. As a result, American Fork is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to American Fork is considered a “public record” under GRAMA. Any person who provides to American Fork a record that the person believes shall be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. **ALL DOCUMENTS SUBMITTED IN RESPONSE TO THIS RFP WILL BE TREATED AS PUBLIC RECORDS IN ACCORDANCE WITH GRAMA, UNLESS A CLAIM OF BUSINESS CONFIDENTIALITY HAS BEEN PROPERLY MADE AND APPROVED BY AMERICAN FORK CITY. ALL PROPOSED COSTS/PRICING/FEEES SUBMITTED TO THE AMERICAN FORK SHALL BE CONSIDERED PUBLIC RECORDS.**

**B. EMPLOYEE STATUS VERIFICATION SYSTEM**

Proposer agrees to provide the signed E-Verify Certification (Attachment C) and shall register and participate in the Status Verification System before entering into a contract with American Fork City as required by Utah Code Ann. § 63G-12-302. The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Proposer is individually responsible for verifying the employment status of only new employees who work under Proposer’s supervision or direction and not those who work for another Proposer or subcontractor, except each Proposer or subcontractor who works under or for another Proposer shall certify to the main Proposer by affidavit (Attachment C) that the Proposer or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective Proposer or subcontractor. The Proposer shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Proposer’s failure to so comply may result in the immediate termination of its contract with American Fork City.

**C. ETHICAL STANDARDS**

Proposer represents that it has not: (a) provided an illegal gift to any American Fork City officer or employee, or former American Fork City officer or employee, or to any relative or business entity of a American Fork City officer or employee, or relative or business entity of a former American Fork City officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or

understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or American Fork City Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any American Fork City officer or employee or former American Fork City officer or employee to breach any of the ethical standards set forth in State statute or American Fork City ordinances.

**II. INTRODUCTION**

American Fork City Public Works Division, “City” is soliciting proposals from qualified firms “Proposer” to provide engineering, design, bidding, and construction management or construction inspection services for a 36-inch water line from the City’s lower water tank to the TOD area (see Attachment D for portion of the Master Plan identifying a potential alignment of the water line).

Please submit paper copies of your proposal with an accompanying electronic copy. The number of paper copies required is listed in Section X., D. below. Please submit Pricing under a separate sealed cover.

**III. PROJECTED SCHEDULE FOR THE RFP PROCESS**

American Fork City reserves the right to modify the following schedule at their discretion:

<u>Activity</u>	<u>Date</u>
Pre-Proposal Conference	September 27, 2018
Final day to submit questions	October 4, 2018
City issues final answers to questions	October 11, 2018
Proposal Due Date	October 18, 2018
Notice of Intent to Award	November 1, 2018
Contract finalized and signed	November 14, 2018
Anticipated Notice to Proceed	November 15, 2018
60% review complete	March 1, 2019
Final design and bid documents complete	April 18, 2019

**IV. DEADLINE FOR PROPOSAL SUBMISSION**

Your sealed proposal will be accepted until **3:00 PM on Thursday, October 18, 2018** at Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003. **No proposals will be accepted after the closing date and time. Only those Proposers who attend the pre-proposal conference will be considered for award.**

**V. TERM OF AGREEMENT**

The term of the agreement is from execution of a written agreement through completion of the projects design with the possibility to extend into construction. The City may negotiate unit prices for future areas based on actual work being performed. See Attachment A for draft contract.

**VI. PRE-PROPOSAL CONFERENCE AND QUESTION SUBMISSION**

Interested Proposers are required to attend the pre-proposal meeting to discuss the project and to ask questions about this RFP. Only bids from Proposers who attend the pre-proposal conference will be opened and considered for award. The pre-proposal conference will be held on **Thursday, September 27, 2018 at 1:30 pm**. It will be held at Historic City Hall, located at 31 North Church Street, American Fork, UT 84003. Proposers are encouraged to submit their questions in writing before the meeting by emailing [awilson@afcity.net](mailto:awilson@afcity.net). If the RFP needs to be modified or clarified, a written addendum will be issued. Questions may be submitted through email until the deadline for questions submission which is **October 4 at 1:00 pm**. Following the preproposal conference all attendees will receive an email with questions and answers to all submitted questions.

**VII. BACKGROUND**

The Public Works Department is responsible for the maintenance of the municipal water system. The water system includes pipes, valves, tanks, wells, and a chlorine system. The Public Works Department has adopted a water system Master Plan that includes an inventory of the existing facilities and a plan to increase capacity and service to residents and businesses served by this water system.

The purpose of this project is to provide assistance to the City in designing a 36-inch water line that is needed to serve the City's future needs. A copy of this plan is available on the city's website (<https://afcity.org/DocumentCenter/View/140/General-Plan-for-the-Water-System-PDF>) and all respondents to this RFP are encouraged to become familiar with this document. Attachment D is a map from the master plan showing the general plan location of the 36-inch water line. As part of this proposal alternate alignments may be proposed or investigated.

The City has already installed a section of 36-inch pipe that is tied into the existing water system from Main Street and 200 East across State Street. The new line will be connected to this existing 36-inch line.

**VIII. SCOPE OF WORK AND TASKS TO BE COMPLETED**

**A. Phase I, Conceptual Alignment Engineering design and estimate of probable cost**

- i. Provide conceptual alignment design of the water line from the lower tank to the intersection of 700 North and 600 East, and from the south side of State Street and 200 East to 300 West and 200 South.
- ii. Due to the impact of the 36-inch line, conceptual alignment will include a concept of the pavement for each roadway impacted by the 36-inch line.
- iii. Conceptual alignment will include a recommendation of right-of-way, curb, gutter, sidewalk, additional water system needs, sewer, and storm drain utility infrastructure that may need to be added/replaced prior or during the water line project. Scope of design may change based on utility needs.

- iv. Estimate of probable cost will include the entire water line from the lower tank to the intersection of 200 South and 300 West and all needed components. The water line construction will be split into several phases for construction (depending on available funds).
- v. Ensure pavement base, subbase, and subgrade are sufficient to handle the loading of the road.
- vi. Ensure all design meets current ADA regulations.

**B. Phase II, Complete engineering design and bidding documents of phase 1 for water line construction**

- i. Provide 100 percent design, specifications, and bid documents of the first phase of the water line construction from the intersection of 700 North and 600 East down to the existing crossing at 200 East and State Street (Phase 1 of the water line project).
- ii. Due to the impact of the 36-inch line, design will include a re-design of the pavement for each roadway impacted by the 36-inch line.
- iii. Design will include a recommendation of right-of-way, curb, gutter, sidewalk, additional water system needs, sewer, and storm drain utility infrastructure that may need to be added/replaced prior or during the water line project. Scope of design may change based on utility needs.
- iv. Ensure pavement base, subbase, and subgrade are sufficient to handle the loading of the road.
- v. Ensure all design meets current ADA regulations.

**IX. PRICING/COSTS/FEEES**

**A. Payment for these services will be as follows**

- i. Engineering design and estimate of probable cost. Engineering design and estimate services will be bid and paid for by time and materials with a total not to exceed price for each of the phases.

**X. PROPOSAL FORMAT**

All proposals shall be formatted according to the following specifications:

- A. Page Limit: proposals cannot be more than **10 pages**. Resume documents submitted will not count toward the page limit.
- B. Page Numbering: proposals shall contain page numbers.
- C. Table of Contents: proposals shall contain a table of contents with references to page numbers.
- D. Copies: Please submit Six copies of your proposal + One unchanged electronic copy in pdf. format to the Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003.

- E. Sealed and Marked Packaging: proposals shall be sealed and clearly marked “**36-inch Water Line Design Project**” on the outside of the package and on the body of the proposal. Pricing shall be submitted in a separate sealed envelope from the proposal. All copies shall be put into **one** envelope or box and sealed; do not put each proposal copy in a separate sealed envelope.
- F. Cover Letter: The main proposal should include a cover letter. The proposal cost estimate shall have the cover letter provided as Attachment B. Attachment B indicates the Proposer’s willingness to enter into an agreement with the City and accept the City’s draft contract, included as Attachment A of the bid documents. Any exceptions to the draft contract must be included in the proposal. A person legally authorized to bind the Proposer to the proposed project must sign this letter. Proposals will include the full name, legal status (corporation, state of incorporation, partnership, proprietorship, etc.), business address of the Proposer, and telephone number. The proposal must be signed in ink by a principal of the business who is authorized to execute any subsequent contract. The name of the principal and his/her business title will be included in the signature element in either type or print. penciled signatures or notations will not be accepted.
- G. Contact List: Provide a contact list of all contacts for the project (i.e. project manager, finance, construction manager, etc.). Contact information should include at a minimum name, address, office phone, direct phone number, and email.

**XI. PROPOSAL SUBMISSION**

By submitting a proposal to this RFP, Proposer understands and agrees to the following:

- A. RFP Cancellation: This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of the City. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.
- B. Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date, unless a different period is stated in the City’s RFP. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.
- C. Costs: Proposers bear all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal, attending the pre-proposal conference, and if required attending an interview.
- D. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between the City and the selected respondent. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be

registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: [commerce.utah.gov](http://commerce.utah.gov).

- E. Changes or Modifications: Any changes or modification to the RFP will be made by written addendum. Proposers submitting a proposal based on any information other than that contained in City's RFP and any addenda, do so at their own risk.
- F. Receiving Proposals: Engineering Division Selection Committee will administer receipt and opening of all proposals. Proposals will be held, unopened, in the same condition as received if delivered prior to the date and closing time designated in the RFP. After the closing time, only the identity of each Proposer will be made public. If only one proposal is received in response to the City's RFP, the Engineering Division, may recommend an award of a contract to the single Proposer if the conditions cited above are met. Alternatively, the Engineering Division may re-solicit for the purpose of obtaining additional proposals.
- G. Modifying or Withdrawing Proposals: Proposer may modify or withdraw their proposals at any time prior to the closing time. Requests to modify a proposal before the closing time shall be made in writing to the City Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003.
- H. Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP shall be considered non-responsive and may be rejected in whole or in part.
- I. Protests: A protest in regard to the RFP document shall be submitted in writing prior to the RFP closing date. All other protests shall be submitted in writing within five (5) business days after notification of the award has been sent. A protestor may file only one (1) protest after the RFP closing date. Protest letters shall specifically and completely state the facts that the protestor believes constitute error in the RFP document or the award.
- J. Free and Competitive Selection: Any agreement or collusion among prospective Proposers to fix a price or limit competition shall render the proposals void, and such conduct is unlawful and subject to criminal sanction. Proposer certifies that not anyone in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by City Purchasing Ordinances or applicable laws.
- K. Reasonable Accommodations: Reasonable accommodations for qualified disabled individuals may be provided upon receipt of a request with five working days' notice. Please contact Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003, 801-763-3060. TTY users shall call 711.

## **XII. EVALUATION AND SCORING CRITERIA**

Proposals will be evaluated, scored, and ranked by a Selection Committee. Each member of the committee will be provided a score sheet to complete the proposal evaluation utilizing a point system listed below. The Selection Committee may invite up to the top three ranked proposals for an interview/demonstration. The purpose of the interview/demonstration is clarification and verification of the written proposal. The Selection Committee may re-score the proposal after the interview/demonstration, but may not re-score pricing/costs/fees, unless the Committee requests a best and final offer. A recommendation will then be presented to the proper signing authority for consideration and approval. Proposals will be evaluated, scored, and ranked on the following criteria:

- 30 pts. Proposed Pricing/Costs/Fees.** Refer to Section IX for pricing requirements. Hourly fees and all services are inclusive of any and all professional fees; and any and all costs the Proposer may incur, including any costs for travel time, lodging, mobilization, traffic control, meeting time, report preparation, printing, etc.
- 20 Pts. Relevant Experience.** Provide detailed relevant experience for projects of similar scope and comparable size and complexity which shall include the following: name of client, contact person and current phone number, brief description of project, date, total contract amount, and any other pertinent information regarding the experience. City may contact any or all of your clients for a reference.
- 10 Pts. Proposer's Qualifications/Project Team.** Provide a brief description of your firm, the scope and nature of projects routinely provided by Proposer on projects of this nature. Identify the type of business (corporation, partnership, sole proprietor, etc.) under which your firm operates, date business started, and license number to do business in the State of Utah.
- Project Team.** Provide an organizational chart showing the level of organizational responsibility of all major participants of your proposed project team. For each person listed in the chart, please provide the estimated number of hours or the percentage of time the person is expected to work on the project. The percent is based on a forty-hour work week. Include resumes of those principals, partners and other key staff members who will be directly involved in the overall project. **Do not put home addresses or phone numbers on resumes, because resumes will be public records under GRAMA.** By listing the individuals in the proposal, the Proposer is making a commitment that the personnel listed are the personnel who will be assigned to this project. American Fork City must approve any changes to the personnel indicated. American fork City reserves the right to request a substitution of personnel. If any part of the work will be provided by a subcontractor(s), please state their company name, their role in this contract, and the estimated amount of time. The Proposer will be responsible for verifying the qualification and validity of all licenses or permits for any out-sourced work to subcontractors.

**30 Pts. Proposed Approach.** Describe how the Proposer will approach each task of the project. Describe the overall philosophy and how it will be applied to the project. Give a full description of the methodology to be employed in completing the tasks and deliverables of this RFP. Rather than stating commonly followed practices, focus on discussing issues and ideas that are unusual to this project and identifying unique practices of your firm.

**10 Pts. Project Schedule.** Provide a brief history of the Proposer's past experience and the ability to complete projects on time. Provide a time schedule stating when the key tasks of your proposal would be completed. This section shall demonstrate the Proposer's ability to provide desired services within time frames specified and at specified levels as described in the scope of work.

**XIII. WRITTEN AGREEMENT REQUIRED**

The selected Proposer must be willing to enter into a written agreement with American Fork City and agree to all the terms set forth in the Master Services Agreement, attached to this RFP as "Attachment A." **IF YOU WISH TO ALTER ANY OF THE TERMS OF THE STANDARD FORM AGREEMENT AND/OR THE RFP INCLUDING EXHIBITS, ATTACHMENTS, AND ADDENDA, THE TERMS MUST BE SPECIFICALLY IDENTIFIED IN YOUR PROPOSAL WITH REASONABLE ALTERNATIVES PRESENTED.** Proposers are advised that American Fork City is not bound by the terms of the RFP until a written agreement is fully executed and any activity taken by Proposer prior to a written agreement being fully executed is done at the Proposer's sole risk.

**Attachment A**  
**AGREEMENT FOR ENGINEERING SERVICES**

**Engineering Services**

This Agreement (hereinafter referred to as “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ (hereinafter referred to as “Engineer”), and American Fork City, a municipal corporation with its principal place of business at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as “City”) (collectively referred to herein as the “Parties”).

**RECITALS**

WHEREAS, Engineer is engaged in the business and profession of engineering services;

WHEREAS, City desires to contract with Engineer for certain professional engineering services for multiple projects, each project scope of services and payment of services being separately identified and agreed to in the Project RFP;

WHEREAS, Engineer has the necessary expertise and experience to perform the said engineering services for City and Engineer and is properly qualified and licensed in the State of Utah;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**AGREEMENT**

1. Term; Termination.
  - a. The term of this Agreement shall be one year from the Effective date of a signed contract.
  - b. Notwithstanding anything contrary contained herein, City may terminate this Agreement at any time by giving Engineer thirty (30) day written notice in accordance with the notice provisions set forth herein. Upon receipt of such notice, Engineer shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work.
  - c. Engineer may terminate this Agreement at any time with thirty (30) day written notice to City in accordance with the notice provisions set forth herein. Upon termination by Engineer, City shall not be obligated to make payment on any work that has not been completed, in full, by Engineer.
  - d. Upon termination of this Agreement, Engineer shall provide a final invoice to City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. Engineer shall forthwith deliver all files, reports, and other materials

concerning services provided, maintained or controlled by Engineer at the time of such termination, subject to all applicable federal and state law.

2. Scope of Services. The scope of services pursuant to this Agreement shall be limited to professional and technical engineering services. Specific Services shall be as set forth in the RFP.

3. Compensation. In consideration of the services provided to City by Engineer, City shall pay Engineer for services rendered in accordance with the RFP and the approved proposal as part of the RFP.

4. Invoice; Payment.

a. For services rendered hereunder, Engineer shall invoice City monthly for services provided in accordance with the approved Project and Fee Schedule. Engineer shall submit monthly invoices to City showing the work completed and the amount of compensation due. Engineer shall submit invoices for work done in a timely manner. City shall not be required to pay for work that is invoiced more than 120 days after it was performed.

b. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

c. In the event amounts are not paid in full within thirty (30) days of City's receipt of the invoice, City agrees to pay interest at the rate of one and one-half percent (1.5%) per month on any and all unpaid balance of services, costs, and expenses.

d. City consents to Engineer's immediate withdrawal and termination of this Agreement should the account become more than thirty (30) days delinquent. Further, in the event of default, Engineer may pursue any and all remedies available at law or in equity.

e. In the event an amount is disputed, City shall notify Engineer in writing of its dispute within thirty (30) days. The parties shall make a good faith effort to resolve the disputed amount. If correspondence does not resolve the dispute, the parties or their respective representatives shall meet in person on at least one occasion and attempt to resolve the matter prior to pursuing litigation.

5. Relationship of Parties.

Engineer, its agents, and employees shall be an independent contractor performing professional and technical engineering services for the City. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venture between City and Engineer. As independent contractors, Engineer, its agents, and employees shall not qualify for or receive any employee benefits from the City, including but not limited to, leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

6. Employees and Subcontractors.

Engineer shall be solely responsible for the payment of wages, salary or benefits to any and all employees or contractors retained by Engineer in the performance of the services under this Agreement. Engineer agrees to indemnify, defend and hold harmless City from any and all claims that may arise from the Engineer's relationship to its employees and subcontractors.

7. Standard of Performance; Licenses.

Engineer agrees and represents that it has the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Engineer shall perform the work described herein in accordance with the standard of care required for the performance of engineering services. Further, Engineer shall maintain all required licenses, including without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Engineer shall require and ensure that all of Engineer's employees and subcontractors maintain all required licenses, including without limitation, all necessary professional and business licenses.

9. Professional Liability Insurance.

Engineer shall maintain professional liability insurance, at its own expense, to protect City from any negligent acts, errors, or omissions on the part of Engineer. Notwithstanding the existence of professional liability insurance, the total aggregate of Engineer's liability to all parties related to this Agreement shall not exceed one million dollars (\$1,000,000).

10. Time is of the Essence; Liquidated Damages.

City and Engineer agree that time is of the essences and that, in the case of Engineer's failure to complete the Project within the time specified in the RFP, the RFP proposal, and agreed upon, City will be damaged thereby; and because it is difficult to definitely ascertain and prove the amount of such damages, it is hereby agreed that the amount of such damages shall be the liquidated sum of One Hundred Dollars (\$100.00) per calendar day for each day's delay in completing the Project in excess of the number of working days prescribed; and Engineer hereby agrees that said sum shall be deducted from amounts due the Engineer under the Agreement or, if no amount is due, Engineer hereby agrees to pay to City as liquidated damages such total sum as shall be due for such delay, computed as aforesaid.

11. Notice.

All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service or mailed by registered or certified national mail service, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Agreement that are

addressed as provided in this Section. If delivered personally or by nationally recognized courier service, notice will be deemed given upon delivery. If delivered by mail in the manner described above, notice will be deemed given on the date received by the recipient as reflected in the return receipt. All notices shall be directed to the Parties hereto as follows:

CITY:

American Fork City  
Attn: David Bunker  
51 East Main Street  
American Fork, Utah 84003  
Phone: (801) 763-3000  
Email: dbunker@afcity.net

With a copy to (which shall not constitute notice):

American Fork City Public Works  
Attn: Scott Sensanbaugher  
275 East 200 North  
American Fork, Utah 84003  
Phone: (801) 763-3060  
ssensanbaugher@afcity.net

ENGINEER:

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12. Ownership.

All work, work product and deliverables produced under this Agreement shall remain the exclusive property and shall inure to the benefit of City as work for hire. Engineer shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, Engineer may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of City.

13. Waiver.

Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of any other covenant, agreement, term, or condition. Any party, by notice delivered in the manner provided in this Agreement, may, but shall be under no obligation to waive any of its rights and any conditions to its obligation hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term, and condition shall continue in full force with respect to any other then existing or subsequently occurring breach. To be effective a waiver must be signed by both parties hereto.

14. Compliance with Laws and Policies.

In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures. Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

15. Rights and Remedies.

The rights and remedies of any of the parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provisions hereof, it being the intention of this Paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as to law or otherwise.

16. Entire Agreement.

This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties on the Subject matter covered herein and this Agreement supersedes any and all prior agreements between the Parties related to the services. The Parties represent and acknowledge that they have not relied on any statements or promises of any kind other than those specifically set forth in this Agreement.

17. Amendments.

This Agreement may only be amended in writing signed by each of the Parties hereto. If, as the result of legislative action or rule-making, any of the provisions of this Agreement becomes inconsistent with Utah law, the Parties will promptly meet to negotiate in good faith such amendments as may be necessary to comply with Utah law.

18. Force Majeure.

Neither City nor Engineer shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

19. Section Headings.

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

20. Severability.

In any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable to any extent, the remainder of this Agreement shall not be impaired and shall be enforced to the fullest extent permitted by law.

21. Counterparts.

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one instrument.

22. Choice of Law.

The interpretation of this Agreement and any claim or controversy arising out of or related to this Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the courts of Utah County, State of Utah. Each of the parties irrevocably submits to the exclusive jurisdiction of such courts in any proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court

23. Confidentiality.

Any confidential information provided to or developed by the Consultant in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Consultant without the prior written approval of the City. This provision shall survive any termination of this Agreement.

24. Assignment.

This Agreement may not be assigned by either party without the written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the Parties to this Agreement.

25. Attorney Fees; Costs.

In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

26. Authority.

The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or government entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or government entity and that this Agreement is binding upon the entity in accordance with its terms.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

\_\_\_\_\_

\_\_\_\_\_  
David Bunker  
City Administrator

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Recorder

Approved as to form:

Approved as to content:

\_\_\_\_\_

\_\_\_\_\_

City Attorney

City Engineer



# Attachment B

American Fork Public Works  
 275 East 200 North  
 American Fork, UT 84003  
 801-763-3050

**American Fork City  
 Engineering Department  
 36-inch Water Line Project  
 Engineering and Design**

**THIS PAGE MUST BE COMPLETED, PROPERLY SIGNED, AND RETURNED FOR THIS PROPOSAL TO BE CONSIDERED COMPLETE.**

**CERTIFICATION**

I, the undersigned, affirm that this proposal is made on behalf of the below-named individual/company, for whom I have legal authority to commit to the terms and conditions set forth in the RFP and this response, to which I/we agree to be bound if this proposal is found acceptable by American Fork City; and that this proposal is made without any collusion or coercion on the part of any person, firm, corporation, or other entity.

Company Name:		
Address:		
Representative:		
Title:		
Phone:	Fax:	
Email address:		
Insurer:	Policy #:	Coverage Amounts:
Phase I Price \$ _____ Not to Exceed		
<i>Please attach supporting documentation</i>		
Phase II Price \$ _____ Not to Exceed		
<i>Please attach supporting documentation</i>		

Signature of authorized representative:

\_\_\_\_\_

Date: \_\_\_\_\_

## Attachment C



**American Fork Public Works**  
**275 East 200 North**  
**American Fork, UT 84003**  
**801-763-3050**

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**American Fork City**  
**Engineering Division**  
**36-inch Water Line Project**  
**Engineering and Design**

### E-VERIFY CERTIFICATION

WHEREAS, the undersigned proposes to provide services under a contract for American Fork City and the Citizens of American Fork City, County of Utah.

NOW THEREFOR, this \_\_\_\_\_ day of \_\_\_\_\_, 2014, the undersigned firm verifies its compliance with Utah Code Ann. § G63-11-103 and 13-47-201, stating affirmatively that the individual, firm, or corporation which is contracting with American Fork City has registered with and is participating in a federal work authorization program in accordance with the applicable provisions and deadlines established in Utah Code Ann. § G63-11-103 and 13-47-201.

The undersigned contractor/firm further agrees that should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with American Fork City, of which this certification is a part, the undersigned contractor/firm will secure from such subcontractor(s) similar verification of compliance with Utah Code Ann. G63-11-103 and 13-47-201. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to American Fork City at the time the subcontractor(s) is retained to perform such services

E-Verify Number \_\_\_\_\_

{AFFIX CORPORATE SEAL HERE}

\_\_\_\_\_  
Proposer

(Name of sole ownership, corporation or partnership)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
Title



# Attachment D

American Fork Public Works  
 275 East 200 North  
 American Fork, UT 84003  
 801-763-3050

