

**REQUEST FOR
STATEMENTS OF QUALIFICATIONS
FOR**

**DESIGN PROFESSIONAL
CONSULTING SERVICES**

August 2022

**FOR
KEARNS IMPROVEMENT DISTRICT**



Due: September 15, 2022, by 3:00 pm at KID

**Kearns Improvement District Request for
Statements of Qualifications**

**DESIGN PROFESSIONAL
CONSULTING SERVICES**

**5350 West 5400 South
Kearns, Utah**

1.1 GENERAL BACKGROUND

The Kearns Improvement District (KID) (Owner), a water and sewer utility with its office located in Kearns Metro Township, Utah, is a political subdivision of the State of Utah with specific statutory powers. It is governed by an elected Board of Trustees. KID currently has 14,776 customer's and serves approximately 55,119 residents in the Kearns Metro Township, a portion of West Valley City, West Jordan City, and a small part of Taylorsville City.

1.2 CONTACT

The project representative and contact for this Request for Statements of Qualifications (RFQ) is James "Woody" Woodruff, P.E., Public Works Director, (801) 912-0282 or jwoodruff@kearnsid.org.

1.3 PURPOSE

The purpose and scope of this RFQ is to solicit Statements of Qualifications from qualified professional engineering firms to enter into contracts with KID to perform design and other design professional services on selected projects over the next five (5) years. KID will seek the most qualified firms, with the top two (2) ranked firms for each general category of potential services to enter into a contract with KID. There is no guarantee of work implied by the signing of the initial contract. As projects require and budgets allow, a project will be initiated, a scope of services defined, a contracted firm will be contacted, and an effort will be made to negotiate a service fee for the work for presentation to the KID Board of Trustees for approval. If those negotiations are not successful, another firm having a contract with KID will be contacted, and an effort will be made to negotiate a service fee with that firm. Upon the Board of Trustees' approval, design and other services will begin on the proposed project. Subject to successful fee negotiations, except as otherwise noted in Section 4.1.3 below, projects will be alternated between the two contracted firms for each service category.

This RFQ is part of a competitive procurement process which is intended to serve the best interests of the Owner and its citizens. It also provides each Respondent with a fair opportunity for its services to be considered. Throughout the remainder of this document each Respondent will be referred to as a Consultant or an Offeror.

1.4 PROJECT SERVICE CATEGORIES

A. Professional Engineering – Water

Projects may include:

1. Asset Management Studies
2. GIS data system management tools & analysis
3. Miscellaneous Projects as required and determined by KID
4. Water Master System Analysis and Planning
5. Concrete Water Tank (AWWA D-115 Tendon-Prestressed)
6. Water Distribution Mains (8" to 30" Diameter)
7. Water Line Renovation Design & Specifications
8. Booster Pump Station (New & Existing Upgrades)
9. Existing Well Water Treatment Facility
10. Pressure Reducing Stations
11. Miscellaneous Projects as required and determined by KID

B. Professional Engineering – Sewer

Projects may include:

1. Sewer Main & Outfall Design (8" to 36" Diameter)
2. Sewer conveyance structures, junctions, and manholes
3. Sewer Flow analysis, monitoring, and review
4. Sewer Pipe Lining Methods
5. Sewer Metering Device Design (Open Channel & Pressure)

Section 2 STATEMENTS OF QUALIFICATIONS

2.1. Outline – Each SOQ must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections:

2.1.1 **Cover Letter (Max 2 Pages)** - A letter of introduction to the Consulting firm and its team, including the following information:

1. A reference to the name “**Design Professional Consulting Services**”.
2. The address, telephone number, and email address of the managing Consultant.
3. A statement acknowledging that the Consultant accepts all of the conditions as stated in the RFQ shall be contained within the body of the letter.
4. State within the body of the letter which Consultant Services the firm is seeking to provide. The firm may be qualified to provide services in all, some, or only one of the categories. State clearly the services for which the firm is asking to be considered.
5. The cover letter is to be signed by a representative or officer of the firm who is authorized to bind the Consultant.

2.1.2 Detailed Discussion (Max 25 Pages) – This section should constitute the major portion of the SOQ and must contain a specific response, in outline form, to each section of this RFQ. Outline numbers should correspond to the section numbers contained in this RFQ. Failure to provide a written response to items indicated in this RFQ may be interpreted by KID as an inability of the Consultant to provide the requested service. The detailed discussion should include the following:

- A. Basic information about the Consultant and any sub consultant firms regarding the proposed consultant team providing the service. Provide a flow chart outlining the interaction and responsibility of each firm and their specific roles in a project.
- B. Identify what skills and strengths your team provided and share specific examples of design efficiency methods you incorporated to minimize project impacts, reduce construction costs, and improve overall project management efficiencies.
- C. Provide Consultant's and sub-consultants experience and work history (include dates) for the proposed consultant service categories identified in Section 3.
- D. Provide references of similar projects with contact information to the Owner's representative who was responsible for each project.
- E. Identify key personnel who would be assigned to a project, including qualifications, experience and background for each of the consultant service categories for which the firm is proposing.
- F. Discuss the proposed scope of service and fee and the approach taken by the Consultant to accomplish the successful completion of the project. Identify all project scope changes and the additional fee and purpose of the change.
- G. Discuss your expertise and experience in the recommendation, preparation of applications, and acquisition of Federal & State Funding Grants for projects.
- H. Discuss expertise and experience in acquiring regulatory and municipal permitting required for project compliance and approval with Utah DDW, Utah DEQ, and local municipalities.
- I. Provide expertise and experience with documentation regarding compliance with the use of Federal and State Revolving Funding programs.

2.1.3 License and Certifications – Provide a listing of professional licensure certifications for each professional who will be providing services on the project, as well as copies of business licenses to work within Salt Lake County.

2.1.4 Insurance Binder – Provide a certification from a highly rated insurance carrier that required coverages will be available if the Consultant is selected.

2.1.5 No Conflict Statement - Provide a statement that “no conflict of interest” issues exist at the time of submission of the SOQ, signed by a representative or officer who is authorized to bind the Consultant.

In addition, a “no-conflict of interest” statement must also be provided by any sub consultant.

2.1.6 E-Verify Compliance –The attached certification form must be signed by a representative or officer who is authorized to bind the Consultant and is to be included in the SOQ.

2.1.7 Supplemental (Max 5 pages) – Additional pertinent information, suggestions, and attachments may be provided.

Section 3 PROPOSED SCOPE OF SERVICES

3.1 Professional Engineering – Water

Services may include but are not limited to:

- Asset Management Studies
- GIS data management & analysis
- Prepare & Submit Applications for Federal Funds and/or Grants
- Environmental Studies (As Required)
- Survey/Property & Right of Way/Easement & Legal Descriptions
- Utility Research & Location
- Adjacent Property Owner Coordination
- Geo-technical Studies
- Entity & Governing Agencies Coordination & Permit Approvals
- Project Design and Document Preparation
- Owner Review & Coordination
- Cost Analysis and Construction Estimates
- Bidding Assistance
- Construction Contract Award Assistance
- Pre-construction Meeting Assistance
- Review & Approval of Construction Submittals
- Review & Recommendation of Progress Payments
- Review of Claims & Change Orders
- Scheduled Construction Progress Meetings
- Commissioning and Service Start-up of Project
- Preparation of Record Drawings
- Project Close-out and Completion

3.2 Professional Engineering – Sewer

Services may include but are not limited to:

- Surveying / Property and Right-of-Way Analysis
- Geotechnical Analysis
- Utility Research
- Entity & Governing Agencies Coordination & Approval Acquisition
- Adjacent Property Owner Coordination
- Public and Private Informational Meetings
- Sub Consultant Coordination
- Project Design and Document Preparation
- Owner Review & Coordination
- Cost Analysis and Construction Estimates
- Bidding Assistance
- Construction Contract Award Assistance
- Preconstruction Meeting Assistance
- Review & Approval of Construction Submittals
- Review & Recommendation of Progress Payments
- Review of Claims & Change Orders
- Scheduled Construction Progress Meetings
- Commissioning and Service Start-up of Project
- Preparation of Record Drawings
- Project Close-out and Completion

Section 4 SOQ EVALUATION

4.1.1 Criteria - The criteria to be used to evaluate the SOQ are as follows:

A. Scoring Methodology

- a) Five Points (Excellent):
- b) Four Points (Very Good):
- c) Three points (Good):
- d) Two points (Fair):
- e) One Point (Poor):

B. Multiplication Factors or Weighting

- a) Each scored line item will be multiplied by a weighted importance factor as shown. The scoring will be multiplied by the weighted importance factor to give the total points for that line item.

C. Pass/Fail

- a) Some items require no scoring, but are required as an essential part of the SOQ. These items will be scored on a pass/fail basis. Failure to include any pass/fail item may result in the rejection of the SOQ.

SOQ Evaluation Scoring

| Item | Description | Max Points | Weighted Factor | Possible Points |
|-------|-----------------------------------------------------------------|------------|-----------------|-------------------------------------------------------------|
| 2.1.1 | Cover Letter | | | Pass/Fail - Failure to include, rejection of the SOQ |
| 2.1.2 | Detailed Discussion | | | |
| A. | Consultant & Sub-Consultant Basic information & flow chart | 5 | 4 | 20 |
| B. | Skills & Strengths | 5 | 10 | 50 |
| C. | Consultant and Sub Consultant experience & work history | 5 | 10 | 50 |
| D. | Consultant references and project verification | 5 | 6 | 30 |
| E. | Key Personnel & qualifications | 5 | 10 | 50 |
| F. | Discussion of scope of service, fee, scope change, added fee | 5 | 20 | 100 |
| G. | Prepare and Obtain Grants | 5 | 10 | 50 |
| H. | State Permits & Other Permits | 5 | 5 | 25 |
| I. | Federal Compliance | 5 | 5 | 25 |
| 2.1.3 | License and Certifications | | | Pass/Fail - Failure to include, rejection of the SOQ |
| 2.1.4 | Insurance Binder | | | Pass/Fail - Failure to include, rejection of the SOQ |
| 2.1.5 | No Conflict Statement | | | Pass/Fail - Failure to include, rejection of the SOQ |
| 2.1.6 | E-Verification Certification | | | Pass/Fail - Failure to include, rejection of the SOQ |
| 2.1.7 | Supplemental Information | | | No scoring for this item, but may enhance other categories. |
| | Total Points Possible | | | 400 |

4.1.2 Committee Evaluation of SOQs - Each SOQ will be evaluated by the KID Selection Committee in accordance with the KID Procurement Policy. The SOQs will be scored based on the items outlined in Section 4. Non-responsive SOQs (those not conforming to the RFQ requirements) may be eliminated. The Consultant bears sole responsibility for the items and information included, or not included, in the SOQ submitted by that Consultant. The Owner reserves the right to disqualify any SOQ that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFQ. Upon completion of the initial scoring, KID may elect to have further discussions with responsible offerors who submit SOQs, for the purpose of assuring a full understanding of, and responsiveness to, the requirements of this RFQ. Final recommendations of the highest ranked firm(s) will be made by the KID Selection Committee. Final approval of the selected Consultants in each service category, and the authority to enter into contracts with the selected Consultants, will be by motion of the KID Board of Trustees.

4.1.3 Consultant Selection and Compensation - KID seeks the most qualified firms to perform the desired design professional services, with the two (2) top scoring firms for each general category of potential services entering into a contract with KID that will be effective for the next five (5) years, subject to possible extension for a project initiated prior to the end of the five (5) year term of the contract that will not be completed until after the end of the term.

4.1.4 The two top ranked Offerors in each service category (professional engineering – general; water; professional engineering – structural; professional engineering – sewer; and architectural design) will be given the first opportunity to provide services within the subject service category provided, however, if a project involves more than one service category, KID may, in its discretion, divide the work between Consultant or award all of the work to any Consultant having a contract with KID, even if that Consultant was not one of the two top ranked Offerors in each service category that will be involved in the project.

4.1.5 There is no guarantee of work implied with the signing of the initial contract. As projects require and budgets allow, a project will be initiated, a scope of services defined, and one of the prequalified Consultants having a contract with KID will be contacted on a rotating basis, starting with the highest ranked Consultant in the relevant service category. KID's designated representatives and the Consultant will formalize the Scope of Services and negotiate the fee for the selected project.

4.1.6 If negotiations are not successful with the initially selected Consultant, negotiations will be conducted with the other Consultant to reach an agreement on the hourly rates, allowable costs, and not to exceed fee for the Consultant's services for the project. If negotiations with the second contracting Consultant are not successful, and KID has a contract with another Consultant, but in a different service category, that KID considers to be capable in all respects to perform the work, KID may enter into negotiations with that Consultant which, if successful, will result in the execution of Change Orders, work orders and other documents as may be deemed necessary to implement the project. Otherwise, KID may cancel the project or issue a new request for statements of qualifications for engineering and/or architecture services on the specific project.

4.1.7 The negotiated hourly rates, allowable costs and not to exceed fee, and any necessary contract documents will be presented to the KID Board of Trustees for final approval. STATEMENTS MADE BY KID PERSONNEL DURING THE RFQ PROCESS ARE NOT BINDING ON THE KID BOARD OR ON KID, AND MAY NOT BE RELIED UPON BY ANY CONSULTANT UNTIL THEY HAVE FORMALLY BEEN CONFIRMED BY THE BOARD.

4.1.8 **Schedule Dates** - The following is an anticipated schedule for the RFQ process. The Kearns Improvement District reserves the right to modify any part of this schedule:

| | |
|----------------------------------------------------------------|-----------------------------------------------|
| Advertise Request for Qualifications | August 8, 2022 |
| SOQ Submitted to KID | September 15, 2022 @ 3:00 p.m., KID Office |
| Presentation (If required) | September 22, 2022 |
| Consultant Ranked | September 29, 2022 |
| Notification of Consultants | October 10, 2022 |
| Motion by Board of Trustees approving Selections and Contracts | October 18, 2022 |

4.1.9 **Reservation of Rights** - KID reserves the right to:

- A. Accept or reject any or all SOQs submitted pursuant to this Request for Qualifications (RFQ).
- B. Waive or modify any irregularities in this RFQ or a submitted SOQ.
- C. Request additional information or modifications to SOQs prior to award if such is in the best interest of KID.
- D. Use any ideas and/or information submitted in any SOQ, unless covered by legal patent or recognized proprietary rights. Any claimed legal patent or proprietary right shall be clearly and plainly identified in a SOQ. If not adequately identified in the SOQ, the Consultant shall irrevocably be deemed to have waived and relinquished any legal patent or proprietary right. Selection or rejection of a SOQ does not affect KID's right to use submitted ideas and/or information.
- E. In the event of unsuccessful contract negotiations or contract termination, KID may enter into contract negotiations with other qualified firms that submitted acceptable SOQs.
- F. Cancel or modify the terms of this RFQ at any time and for any or no reason preceding the execution of a contract.

Section 5 Submission

5.1 **SOQ Submittal** - To be considered, the Consultant's response to this RFQ must comply with the following:

- Seven (7) spirally bound responses are to be sealed in a large envelope.
- The envelope shall state:

STATEMENTS OF QUALIFICATIONS

DESIGN PROFESSIONAL CONSULTING SERVICES

KEARNS IMPROVEMENT DISTRICT

5350 West 5400 South

Kearns, Utah 84118

(If mailing the submittal please send it to P.O. Box 18608, Kearns, UT 84118)

Attention: James 'Woody' Woodruff, P.E.
Public Works Director

Name of the submitting Consultant

- The submittal must arrive at KID, the office of KID's Public Works Director, **no later than 3:00 p.m. on September 15, 2022**. Any SOQ received after the specified date and time will not be considered.

Consultants mailing their SOQs shall allow sufficient mail delivery time to assure timely receipt and shall solely bear the risk of the SOQ not being timely received by KID's Public Works Director.

Section 6 GENERAL TERMS AND CONDITIONS

6.1 **Award/Public Statement** - When the selection of the successful Consultants for each Professional Consulting Category is announced, a written statement identifying the recommended Offerors and the total score awarded those Offerors by the Selection Committee will be published. Without identifying the other Offerors by name (i.e., Identified as "Offeror A", "Offeror B"- etc.), the published list will state their total scores.

6.2 **GRAMA** - As a government entity, KID is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code, and cannot guarantee that information provided in a SOQ will not be subject to disclosure under GRAMA.

6.3 **Consultant Employees** - The successful Offeror will be required to satisfy all applicable governmental laws, ordinances, rules, and regulations, including the requirements of Utah Code Ann. § 63G-12-302(3) respecting the verification of the status of the Offeror's new employees.

6.4 **Contract** - The top two Consultants selected to provide the above-referenced services in each project service category will be expected to enter into a contract similar to the attached sample Professional Services Agreement. Unless otherwise noted in the SOQ, it is understood that the Consultant has examined the

sample Professional Services Agreement attached to this RFQ and accepts the conditions found therein. Subject to possible extension in accordance with the requirements of applicable law, the contract may be for a period of up to five (5) years and may be canceled at any time with or without cause upon 30 days written notice from either KID or the Consultant.

6.5 Insurance - The Consultant shall maintain the insurance coverage in the amounts shown, in Article 8 of the Standard Terms and Conditions of the Sample Professional Service Agreement that is attached to this RFQ. A letter from a reputable insurance company certifying that the specified coverages are available to the Consultant, if awarded a contract, is required.

6.6 Rejection of SOQs - KID reserves the right to reject any and all of the responses received in response to this RFQ. KID will not pay for any information solicited or obtained in response to this RFQ.

6.7 Incurred Cost - KID will not be liable for any cost incurred by a Consultant for any work performed prior to the execution of a contract for professional services by the Owner and the Consultant.

6.8 Addenda to the RFQ - In the event that KID decides to revise any part of this RFQ, public notice will be provided, and all known Consultants will be notified by e-mail that a copy of the addenda is available. It is the responsibility of the Consultants to ensure that their contact information, including but not limited to e-mail addresses, is given to KID and that it is correct. The final date for the issuance and notifying of any addenda to this RFQ will be five (5) days prior to the due date of the SOQ.

Section 7 QUESTIONS AND REQUESTS FOR CLARIFICATION

Additional information may be obtained from, and questions may be directed to:

James ‘Woody’ Woodruff
KID Public Works Director/Engineer
(801) 912-0282 or
jwoodruff@kearnsid.org

Dated this 1st day of August 2022.

SAMPLE
ENGINEERING CONSULTING SERVICES AGREEMENT

THIS ENGINEERING CONSULTING SERVICES AGREEMENT (this "AGREEMENT") is made and entered into as of the ____ day of _____, 2022, by and between the KEARNS IMPROVEMENT DISTRICT ("CLIENT") and _____, a _____ ("CONSULTANT"), (each of CLIENT and CONSULTANT is a "Party" and together they are the "Parties") , who agree as follows:

1. PROJECT. CLIENT desires to engage CONSULTANT, in an independent contractor relationship, to provide engineering, technical, and other services in connection with any project identified by CLIENT (the "PROJECT"). CLIENT and CONSULTANT agree to cooperate with each other in order to fulfill their responsibilities and obligations under this Agreement.
2. SCOPE OF SERVICES. CONSULTANT shall provide certain specified services (the "SERVICES") on the PROJECT in accordance with this AGREEMENT, the Standard Terms and Conditions ("STANDARD TERMS") attached hereto as Exhibit A, and the Scope of Services ("SCOPE OF SERVICES") which will be determined as each Project is identified by CLIENT, and will be signed at that time and attached hereto as Exhibit B. CONSULTANT shall not be responsible to provide any services not expressly contained in or reasonably inferred from the STANDARD TERMS or the SCOPE OF SERVICES. Any change to this Agreement (including the SCOPE OF SERVICES and fees) shall be in a writing signed by CLIENT and CONSULTANT. The execution of this AGREEMENT does not guarantee that CONSULTANT will be allowed to perform any services under this Agreement. Consultant's right to perform services, and receive payment for the same, shall be strictly conditioned upon CLIENT and CONSULTANT coming to terms and agreeing respecting the Scope of Work, a not to exceed fee, a fee schedule (if applicable), and any other pertinent matter, with the same to be reflected in an executed Change Order or other appropriate document that will become part of this AGREEMENT respecting the subject Project.
3. FEES. CLIENT shall reimburse CONSULTANT for services provided under this AGREEMENT either (a) on an hourly billing rate plus reimbursable expenses basis, with a not-to-exceed fee that will be negotiated by the Parties when the Scope of Services is available, as reflected in a Change Order or other appropriate contract document(s) in accordance with the CONSULTANT's Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit C, or (b) as follows: As otherwise agreed by the Parties as reflected in a signed Change Order or other appropriate document.
CLIENT hereby agrees that all fees, charges and conditions set forth in the FEE SCHEDULE, if attached, are acceptable to CLIENT, and CLIENT further agrees to pay fees and charges to CONSULTANT in accordance with this AGREEMENT, including subsequent Change Orders and other appropriate documents signed by the Parties, and, if applicable, the FEE SCHEDULE provided, however, that CLIENT shall not be required to pay in the aggregate any amount in excess of any specified not-to-exceed fee absent an executed Change Order or other prior written approval signed by CLIENT that so provides.
4. SCHEDULE. It is anticipated that the schedule for the performance of the SERVICES will be determined as each project is considered and will be signed and attached as Exhibit D to this AGREEMENT at that time.
5. ATTACHMENTS AND EXHIBITS. The Parties have read and understand the terms and conditions set forth on this AGREEMENT, the STANDARD TERMS, and all ATTACHMENTS and EXHIBITS referenced in or attached to this Agreement, except those that are to be approved in the future by the Parties, and agree that such items are hereby incorporated into and made a part of this AGREEMENT. Any Exhibit agreed to by the Parties and attached to this AGREEMENT at a future date shall be incorporated as part of this AGREEMENT as of such date.

IN WITNESS WHEREOF, CLIENT and CONSULTANT have executed this AGREEMENT as of the date
4835-7724-4949/27698-1

first above written.

CLIENT:
KEARNS IMPROVEMENT DISTRICT

By: _____
Its: _____
Attest: _____
Its: _____

CONSULTANT

By: _____
Its: _____
Attest: _____
Its: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS

The standard terms and conditions set forth herein are attached to and made a part of the Consulting Services Agreement (the "AGREEMENT") between CONSULTANT and CLIENT (as defined in the AGREEMENT). All capitalized terms which are not specifically defined herein shall have the meanings assigned to such terms in the AGREEMENT.

SERVICES. The SERVICES to be provided by CONSULTANT shall be as set forth in the SCOPE OF SERVICES, which will be determined as each project is identified by CLIENT, and will be signed and attached to the AGREEMENT at that time as Exhibit B. If CONSULTANT is involved in more than one project, there may be more than one Exhibit B to the AGREEMENT, but each Exhibit B shall apply only to the project which is the subject of the Exhibit.

ARTICLE 1.

ARTICLE 2. BILLING. Unless otherwise expressly provided in the AGREEMENT, an executed Change Order, or any other appropriate document executed by the Parties, billings will be based on actual accrued time, costs and expenses. CLIENT agrees to pay unchallenged invoices within thirty (30) days after receipt. If an unchallenged payment is not received by CONSULTANT within thirty (30) days after receipt, the amount due shall bear interest at a rate of one-half percent (0.5%) per month (6% per annum), before and after judgment. In the event of litigation to interpret or enforce this AGREEMENT, including but not limited to CONSULTANT's efforts to collect amounts claimed to be due hereunder, the substantially prevailing party shall be entitled to an award of costs of suit including, without limitation, reasonable attorneys' fees in addition to other available relief. If CLIENT has an objection to any invoice or part thereof submitted by CONSULTANT, CLIENT shall so advise CONSULTANT in writing, giving CLIENT's reasons, within 21 days of receipt of such invoice. If the PROJECT or the AGREEMENT is terminated in whole or part prior to the completion of the SERVICES not due to any fault of CONSULTANT, then CONSULTANT shall be paid for work performed prior to CONSULTANT's receiving or issuing written notice of such termination and, in addition, CONSULTANT shall be reimbursed for reasonable out-of-pocket expenses associated with the termination of the PROJECT or the AGREEMENT, including, without limitation, reasonably necessary "shut-down" costs but not lost profits or consequential damages. In the event CLIENT prevails in litigation, CLIENT shall not be responsible to pay interest on any past due amounts that were not paid due to the litigation.

ARTICLE 3. RIGHT OF ENTRY. CLIENT grants a right of entry to the PROJECT site to CONSULTANT, its employees, agents, consultants, contractors, and subcontractors, for the purpose of performing services, and all acts, studies, and research required in connection therewith including, without limitation, the obtaining of samples and the performance of tests and evaluations within the scope of the SERVICES.

ARTICLE 4. PERMITS AND LICENSES. CONSULTANT represents and warrants that it possesses all necessary professional licenses and credentials required for the performance of the SERVICES. CLIENT represents and warrants that it possesses or will obtain all necessary permits and governmental approvals required for the performance of the SERVICES and the continuation of CLIENT's and CONSULTANT's activities at the PROJECT SITE, if applicable.

ARTICLE 5. DOCUMENTS. CLIENT shall furnish, or cause to be furnished, such reports, data, studies, plans, specifications, documents and other information reasonably deemed necessary by CONSULTANT for the proper performance of the SERVICES, but only to the extent CLIENT has actual possession or control of same. CLIENT shall not be required to generate or create any documents or information to satisfy the immediately preceding sentence. In performing the SERVICES, CONSULTANT shall be entitled to reasonably rely upon documents provided by CLIENT. All documents provided by CLIENT shall remain the property of CLIENT, provided that CONSULTANT shall be permitted, at CONSULTANT's discretion, to retain copies of such documents for CONSULTANT's files. CLIENT acknowledges CONSULTANT's documents (including but not limited to data, reports, Drawings, Specifications, Record Drawings, and other deliverables) as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of CLIENT upon completion of the work and payment in full of all monies due to CONSULTANT. CLIENT agrees to indemnify and hold CONSULTANT harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of any unauthorized reuse or modification of the documents by CLIENT.

CLIENT agrees not to use or permit any contractor, subcontractor, or other person to use plans, specifications, drawings, cost estimates, reports, or other documents prepared by CONSULTANT if they are not final and unless they are signed and stamped or sealed by CONSULTANT. CLIENT shall not rely on any document unless it is in printed form and, if required, signed or sealed by CONSULTANT or one of its consultants. A party may rely that data or information set forth on paper (also known as hard copies) received from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of test data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not for reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between electronic files and hard copies, the hard copies shall govern. CLIENT and CONSULTANT agree that any electronic files furnished by either party shall conform to applicable CADD specifications, if any. Any changes to the CADD specifications by either CLIENT or CONSULTANT will be subject to review and reasonable acceptance by the other party. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days of receipt of the same, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

ARTICLE 6. QUANTITIES AND CONSTRUCTION COSTS. If the SCOPE OF SERVICES requires CONSULTANT to estimate quantities, such estimates will be made on the basis of CONSULTANT's experience and qualifications and will represent CONSULTANT's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guaranties of the quantities of the subject of the estimates. If the SCOPE OF SERVICES requires CONSULTANT to provide its opinion of probable construction costs, CLIENT understands that CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of CONSULTANT's qualifications and experience and represents

CONSULTANT's best judgment as to the probable construction costs. CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to the bid or actual costs.

ARTICLE 7. INDEMNITY. CONSULTANT hereby agrees to defend, indemnify and hold harmless CLIENT and CLIENT's Trustees, officers, employees, and agents from and against any and all losses, damages and liabilities to the extent caused by any negligent act, error or omission of CONSULTANT or CONSULTANT's consultants or subconsultants of any tier, or their officers, employees or agents, with respect to the AGREEMENT and/or the performance of CONSULTANT's SERVICES. CLIENT hereby agrees to defend, indemnify and hold harmless CONSULTANT and CONSULTANT's consultants and subconsultants and their officers, directors, employees, and agents from and against any and all losses, damages and liabilities to the extent caused by the negligent act, error or omission of CLIENT with respect to the AGREEMENT and/or the performance of CLIENT'S obligations under the AGREEMENT.

ARTICLE 8. CONSULTANT'S INSURANCE. CONSULTANT agrees to maintain worker's compensation and employer's liability insurance for CONSULTANT's personnel as may be required by state law. CONSULTANT also agrees to maintain general liability insurance issued by an insurance company that is satisfactory to CLIENT naming CLIENT as an additional insured as its interest may appear, providing coverage of not less than One Million Dollars (\$1,000,000) combined bodily injury and property damage liability, which can only be canceled on thirty (30) days prior written notice to CLIENT. CONSULTANT further agrees to maintain auto liability insurance in the minimum amount of One Million Dollars (\$1,000,000) and professional errors and omissions insurance with coverage of not less than Two Million Dollars (\$2,000,000). One or more Certificates of Insurance evidencing the coverage currently held by CONSULTANT and/or which is obtained by CONSULTANT as required by the Agreement will be supplied to CLIENT upon CLIENT's acceptance of the AGREEMENT.

ARTICLE 9. FORCE MAJEURE. CONSULTANT is not responsible for damages or delays in performance caused by factors beyond CONSULTANT's reasonable control, including but not limited to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove CONSULTANT's services or work product promptly, or delays caused by faulty performance by CLIENT or by CLIENT'S contractor(s) at any level. When such delays beyond CONSULTANT's reasonable control occur, CLIENT agrees that CONSULTANT is not responsible for damages resulting therefrom, nor shall CONSULTANT be deemed to be in default of this AGREEMENT as a result thereof. Conversely, CLIENT is not responsible for damages or delays in performance caused by factors beyond CLIENT'S reasonable control, including but not limited to strikes, lockouts, work slowdowns or stoppages, accidents, acts of god, failure of any governmental or other regulatory authority to act in a timely manner, failure of CONSULTANT to perform as required by this AGREEMENT, or delays caused by faulty performance by CONSULTANT or by CONSULTANT'S subcontractor(s) at any level. When such delays beyond CLIENT'S reasonable control occur, CONSULTANT agrees that CLIENT is not responsible for damages resulting therefrom, nor shall CLIENT be deemed to be in default of this AGREEMENT as a result thereof.

ARTICLE 10. CORPORATE/GOVERNMENTAL PROTECTION. It is intended by the parties

to this AGREEMENT that CONSULTANT's professional services in connection with the PROJECT shall not subject CONSULTANT's individual employees, officers or directors who are not directly involved in providing the SERVICES to any personal legal exposure for the risks associated with the PROJECT. Conversely, CONSULTANT recognizes and agrees that the Governmental Immunity Act of Utah, Title 63G Chapter 7 of the Utah Code, protects CLIENT, which is a political subdivision of the state of Utah, and CLIENT'S individual employees, officers and Trustees, and that such individuals shall have no duty or obligation respecting this AGREEMENT.

ARTICLE 11. STANDARD OF CARE. The SERVICES will be performed in accordance with generally accepted principles, practices and standards of professional practice in effect at the time of performance for the locality where the SERVICES were performed.

ARTICLE 12. GOVERNING LAW. CLIENT and CONSULTANT agree that all disputes arising out of or in any way connected to this AGREEMENT, its validity, interpretation and performance and remedies for breach of contract, or any other claims related to this AGREEMENT, shall be governed by the laws of the State of Utah and Utah Courts in Salt Lake County shall have sole and exclusive jurisdiction and venue over all such disputes and CONSULTANT waives the right to remove such litigation to any other county or judicial district.

ARTICLE 13. MEDIATION. In an effort to resolve any conflicts that arise during the design or construction of the PROJECT or following the completion of the PROJECT, as applicable, CLIENT and CONSULTANT agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation, unless the parties mutually agree otherwise in writing.

ARTICLE 14. LITIGATION ASSISTANCE. Unless otherwise specified in Exhibit B, when attached to the AGREEMENT, the SCOPE OF SERVICES does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CLIENT. All such services required or requested of CONSULTANT, except for suits or claims between the parties to the AGREEMENT, will be reimbursed as mutually agreed, and payment for such services shall be in accordance with the AGREEMENT, unless the parties mutually agree otherwise in writing or unless and until otherwise required by a court or arbitrator, should the parties mutually agree to submit the underlying dispute to binding arbitration.

ARTICLE 15. CHANGES. CLIENT may make or approve changes by written change order within the SCOPE OF SERVICES. CLIENT shall pay any additional costs of such changes at the rates set forth in the attached FEE SCHEDULE or as agreed by the parties in writing in the change order or other document or agreement, as appropriate.

ARTICLE 16. WORK ELIGIBILITY STATUS OF EMPLOYEES. CONSULTANT represents and warrants to CLIENT that CONSULTANT and any and all contractors and subcontractors of any tier who work under CONSULTANT in performing the SERVICES are and at all times during the performance of the services will be in full compliance with the requirements of Utah Code Ann. § 63G-12-302(3) (including

amendments and substitutions to the law) relative to the verification of the work eligibility status of employees and, in particular, that CONSULTANT is registered with and participates in a Status Verification System as required by law.

ARTICLE 17. TERMINATION. CONSULTANT or CLIENT may terminate the Agreement on ten (10) calendar days prior written notice if the other party fails to substantially perform under this Agreement and the party giving notice of the termination has not caused the failure. Either CLIENT or CONSULTANT may terminate this AGREEMENT at any time, with or without cause, upon giving the other party thirty (30) calendar days prior written notice. In the event all or any portion of the SERVICES to be performed by CONSULTANT are suspended, abandoned, or otherwise terminated, CLIENT shall pay CONSULTANT fees and charges for SERVICES provided prior to termination, not to exceed the contract limits specified herein, if any, within thirty (30) calendar days of the suspension, abandonment or termination, in accordance with the compensation provisions of the AGREEMENT, particularly ARTICLE 2 of the Standard Terms. CLIENT and CONSULTANT acknowledge that, if the PROJECT SERVICES are suspended and restarted for the convenience of CLIENT and without cause, there may be additional charges due to suspension of the SERVICES which may be paid by CLIENT as extra SERVICES pursuant to Article 15 of the Standard Conditions.

ARTICLE 18. SURVIVAL. All obligations arising prior to the termination of the AGREEMENT and all provisions of the AGREEMENT allocating the responsibility or liability between CLIENT and CONSULTANT shall survive the completion of the SERVICES and the termination of the AGREEMENT.

ARTICLE 19. THIRD PARTIES. No rights or benefits are provided by the AGREEMENT to any person other than the CLIENT and CONSULTANT and, except as otherwise specifically stated, the AGREEMENT has no intended third-party beneficiaries. CLIENT acknowledges that CONSULTANT is not responsible for the performance of work by third parties that are not retained by CONSULTANT including, but not limited to, the construction contractor and its subcontractors, except where defects in performance by such third parties results from action or inaction by CONSULTANT (such as where the third party is acting under the direction of CONSULTANT, the defective performance results from following plans and/or specifications prepared by CONSULTANT, etc.).

ARTICLE 20. INTEGRATION. The AGREEMENT and all the exhibits and attachments thereto (present and future) constitute the entire agreement between the parties and cannot be changed except by a written instrument, such as a Change Order, signed by both parties.

ARTICLE 21. CONTRACTOR AND JOB-SITE SAFETY. If construction contractor(s) are involved in the PROJECT, CONSULTANT shall not be responsible for the supervision or direction of any contractor or its employees or agents unless CONSULTANT agrees otherwise in writing (including responsibilities specified in the SCOPE OF SERVICES), and CLIENT shall so advise the contractor(s). Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and subconsultants at a construction site, shall relieve the contractor(s) and any other entity of their respective obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions

of the work of construction in accordance with applicable contract documents and any health or safety precautions required by any regulatory agency. Unless specifically included in the SCOPE OF SERVICES or otherwise agreed in writing, CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and CONSULTANT shall not be responsible for job or site safety on the PROJECT or at the PROJECT SITE and shall not have the right or obligation to stop the work of any contractor or other person at the PROJECT SITE. Except as specifically provided in writing to the contrary (including the SCOPE OF SERVICES), CLIENT agrees that CONSULTANT is not responsible for job site safety.

ARTICLE 22. NO SUPERVISION OR REPORTING DUTIES. Unless otherwise agreed in writing (including the SCOPE OF SERVICES), CONSULTANT shall not assume control of or responsibility for the PROJECT site or the persons operating on the PROJECT site nor shall CONSULTANT be responsible for reporting to any federal, state or local agencies any conditions at the PROJECT site that may present potential dangers to public health, safety or the environment. To the extent CLIENT has actual knowledge, CLIENT shall notify appropriate federal, state or local agencies, or otherwise disclose information that may relate to any danger to health, safety or the environment, in accordance with any applicable law, rule or regulation and in a timely manner.

ARTICLE 23. SHOP DRAWING REVIEW. CONSULTANT shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. CONSULTANT's review shall be conducted with reasonable promptness while allowing sufficient time to permit adequate review. Review of a specific item shall not indicate that CONSULTANT has reviewed the entire assembly of which the item is a component. CONSULTANT shall not be responsible for any deviations from the Construction Documents not brought to the attention of CONSULTANT in writing by the Contractor or revealed from some other source. CONSULTANT shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

ARTICLE 24. HAZARDOUS MATERIALS-DEFINITION. As used in the AGREEMENT, the term *hazardous materials* shall mean any substance, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes or rules), or any other substance under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the PROJECT SITE

ARTICLE 25. HAZARDOUS MATERIALS - SUSPENSION OF SERVICES. Unless otherwise agreed in writing, both parties acknowledge that CONSULTANT's SCOPE OF SERVICES does not include any services related to the presence of any hazardous or toxic materials. In the event CONSULTANT or any other party encounters any hazardous or toxic materials, or should it become known to CONSULTANT that such materials are likely to be present on or about the job site or any adjacent areas that are likely to affect the performance of CONSULTANT's SERVICES, CONSULTANT may, at its option and without liability for consequential damages, suspend or terminate performance of its

services under this AGREEMENT until CLIENT retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials or to determine that abatement or removal is not necessary.

ARTICLE 26. HAZARDOUS MATERIALS-LIMITATION OF LIABILITY. Except as otherwise specifically provided in the AGREEMENT or as required by law, including attached Exhibits, neither CONSULTANT nor its officers, partners, employees or consultants shall have any contractual responsibility respecting the detection, presence, handling, removal, abatement, or disposal of any asbestos or other hazardous or toxic substance, product or material that exists on, about, or adjacent to the PROJECT SITE; provided that the hazardous or toxic substance, product or material was not so placed or disturbed by CONSULTANT or any one for whom CONSULTANT is responsible.

ARTICLE 27. MISCELLANEOUS. The AGREEMENT shall be binding upon the successors and permitted assigns of CLIENT and CONSULTANT. The AGREEMENT shall not be assigned by either CLIENT or CONSULTANT without the prior written consent of the other. The AGREEMENT contains the entire agreement between CLIENT and CONSULTANT relating to CONSULTANT's SERVICES. Any prior agreements, promises, negotiations or representations not expressly set forth in the AGREEMENT, or in a contemporaneous or subsequent written document, are of no force or effect. Subsequent modifications to the AGREEMENT shall be in writing and be signed by both CLIENT and CONSULTANT. CONSULTANT's or CLIENT's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. CONSULTANT's or CLIENT's waiver of any breach of the AGREEMENT shall not constitute the waiver of any other breach of the AGREEMENT. If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of the AGREEMENT shall be valid and binding on CLIENT and CONSULTANT. All references to the "AGREEMENT" contained in the AGREEMENT or in any Exhibit attached to the AGREEMENT shall include each and every mutually agreeable Exhibit attached from time-to-time to the AGREEMENT.

EXHIBIT B

SCOPE OF SERVICES

(to be attached when identified by CLIENT)

CONSULTANT agrees to complete the following Tasks to assist CLIENT with the PROJECT as defined in the AGREEMENT. Each Task includes an Objective and a Statement of Work (list of activities) to accomplish the Task:

EXHIBIT C
FEE SCHEDULE

EXHIBIT D

PROJECT SCHEDULE

(to be attached as mutually agreed after the Scope of Services has been identified)

**CERTIFICATION OF COMPLIANCE
WITH E-VERIFY PROGRAM OR EQUIVALENT**

This is to certify that _____ (“Company”) covenants, represents and warrants to Kearns Improvement District (“District”) that Company is and at all time during the performance of any contract with the District will be in full compliance with the requirements of Utah Code Ann. § 63G-12-302(3) (including amendments and substitutions to the law) relative to the verification of the work eligibility status of employees and, in particular, that Company is registered and participates in a Status Verification system as required by law.

Dated this _____ day of _____, 2017.

Name of Company

By: _____

Title: _____

Printed Name: _____

No Conflict Statement

This statement is to certify that _____ (“Company”) covenants, represents and warrants to Kearns Improvement District (“District”) that Consultant is and at all time during the performance of any contract with the District does not have any conflict of interest issues. If selected, _____ (“Company”) further agrees that we will not enter into any agreements with other entities that may result in a possible conflict of interest without first consulting with the District.

Dated this _____ day of _____, 2022.

Name of Company

By: _____

Title: _____

Printed Name: _____