

**REQUEST FOR PROPOSALS  
SOLID WASTE MANAGEMENT COST OF SERVICE ANALYSIS**

**August 3, 2017**

**I. INTRODUCTION**

The City of Logan Environmental Department is seeking a qualified consultant or group of consultants to conduct a solid waste management cost of service analysis. The selected firm will have extensive experience in solid waste cost of service analysis and will have the demonstrated ability to perform this study within budget and on time. The City will compare qualifications, experience and the general approach of the consultant in making its selection. The City of Logan will not compensate for any costs of the development and submittal of this proposal.

**II. SUBMITTAL REQUIREMENTS**

Submit five hard copies and one electronic copy of the proposal by **5:00 p.m., September 1, 2017** to:

**Solid Waste Cost of Service RFP**

Attention: Lori Mathys  
Purchasing Manager  
City of Logan  
290 N 100 West  
Logan, UT 84321

The City staff will review and rank the proposals and may invite selected consultants for an interview. All proposals become the property of the City; any proprietary information contained in the proposals must be clearly marked and delineated. The City of Logan may use or release any information contained in the proposals that is not clearly marked and delineated. No facsimile proposals will be accepted.

All questions regarding this RFP must be submitted in writing to **Tyler Richards, Engineer, at [tyler.richards@loganutah.org](mailto:tyler.richards@loganutah.org)**. The deadline for questions is 5:00 p.m., August 29, 2017. Questions and answers will be posted at [http://www.loganutah.org/bid\\_detail\\_T11\\_R88.php](http://www.loganutah.org/bid_detail_T11_R88.php).

The City reserves the right to accept or reject any or all proposals.

**III. BACKGROUND**

The City of Logan has owned and operated the Logan Landfill since 1962 and has served Cache County and the incorporated Cities in Cache County as the primary solid waste collection and disposal contractor since 1974, when the Cache County Service Area was formed. Logan City operates under the auspices of agreements among the County's 19 Cities, and the unincorporated areas of Cache County. These bodies form the Cache County Service Area #1. A Solid Waste Advisory Board provides recommendations and general direction to the City of Logan and the board of trustees for the Cache County Service Area, as well as to other communities in the Service Area, on integrated municipal solid waste management issues. The Board meets quarterly to provide this advice and direction.

The County had a population of approximately 112,600 in 2016, and generates an average of approximately 80,000 tons of municipal solid waste per year and 25,000 tons of construction and

demolition waste per year. Utah State University (USU) is also part of this community. The Service Area has approximately 37,000 residential customers for curbside garbage customers, 37,000 curbside recycling customers, 6,200 curbside green waste customers, and 2,500 commercial customers.

This fall the City will open a new landfill (North Valley Landfill or NVL) and new transfer station. At current rate of disposal, inflated at 2.5% per year to reflect growth trends, the new landfill will have about 80 plus years of capacity. As a result the solid waste program operating cost is expected to increase. The City's goals is to provide an affordable solid waste management program while recovering all operation and capital cost associated with solid waste management.

Through contractual obligation the City is responsible for the collection and disposal of solid waste throughout the County political boundary. This includes residential, commercial, industrial, institutional, recycling, and green waste generated within the political boundary of Cache County. The City operates residential and commercial collection vehicles; such as automated, frontload, and roll-off trucks.

The solid waste collection and disposal service is universal, the residential recycling service is also universal, while commercial, industrial and institutional recycling service is voluntary and in most cases it is free of charge. The residential curbside green waste program is also voluntary. In addition, all cities except Logan, have a seasonal green waste drop-site collection program while Logan has a year round Forestry crew.

Logan City's solid waste disposal program main components consist of the Logan Landfill, collecting municipal solid waste (MSW) and construction and demolition waste (C&D), the North Valley Landfill, the green waste composting program in Logan, the Household Hazardous Waste (HHW) exclusion program, and new transfer station in Logan.

The Logan Landfill has been serving the service area since 1962 and will continue to serve in a limited capacity after the North Valley landfill and the new transfer station are in line for operation. At that time, the Logan Landfill will only accept C&D and a limited amount of MSW on as-needed basis. No change is expected in the green waste program. The HHW exclusion program will move to an area south of the new transfer station, and once a week it will have a limited collection operation at the new NVL location.

#### **IV. GENERAL DESCRIPTION OF SCOPE OF SERVICES**

##### **Objective**

The goal of the Logan City Environmental Department is to maintain an effective solid waste service program which will provide the most economical solid waste collection, recycling and disposal services, meet or exceed local or federal environmental requirements, provide economic opportunities, minimize risk, encourage waste reduction, and maximize landfill life. For that reason, the City is seeking consultation services to evaluate our current service fees, and develop a methodology which will provide an effective fair and equitable service fee.

##### **Scope of Services**

- Evaluate current disposal fee, revenues and expenses.
- Inventory all of Logan City landfill operation assets and equipment.
- Review current asset listings and develop replacement and depreciation plans as needed.

- Evaluate the existing landfill and the new NVL liabilities, and develop a replacements and liability funding plan.
- The landfill program development will include the transfer station operation, green waste composting program, and the HHW program.
- Evaluate Logan City refuse collection efficiency and make recommendations for improvements in the areas of commercial, residential, and recycling collection.
- Evaluate Logan City refuse collection revenues, and make recommendations for improvement.
- Develop collection vehicle replacement plans. Which will include the solid waste collection program, green waste collection program, and the recycling collection program.

## **V. DELIVERABLES**

At the conclusion of the task, and prior to final payment, the consultant will provide the City of Logan with 15 copies of an all-inclusive report that consists of an executive report, a technical report, a fee schedule to be implemented, all background data, and presentations made to the Environmental Department, the Solid Waste Advisory Board (SWAB), the County Council, Logan City Administration, and Logan City Council. Therefore, the consultant will be required to plan for at least 5 meetings which will include, one kickoff meeting, one 70 percent progress meeting and at least two final meetings with presentations to the County and City Councils.

The City will retain 5% of the final disbursement until the reports are completed and submitted.

Along with the specific deliverables outlined previously, the consultant's project manager will be required to maintain proper communication during the entirety of the project by:

- Providing at least three interim reports on the project status
- Technical reports for each task within the project
- Submitting monthly invoices
- Maintain proper correspondence with City employees

## **VI. PROPOSAL CONTENTS**

Proposals are to be fifteen (15) pages or less.

1. Introductory letter which includes the mailing address, email address, and phone number of the primary contact person for this project (not included in page count).
2. Provide resumes of project team members who will be directly involved with the study. Describe the make-up of the team and demonstrate that the team has completed similar solid waste cost of service analyses successfully (one page per person).
3. Provide references, contact names, and number of similar projects in the Intermountain West and in communities of similar size.
4. Understanding of the project.
5. Describe the data or other information you will need from the City and an estimate of the time frame in which you will need the data.
6. Provide an itemized cost of services with an estimated project cost for each area of the project.
7. Indication of the earliest start date and project timeline from start to completion.
8. Provide proof of ability to comply with the insurance requirements as listed on Exhibit A (not included in page count).

9. Acceptance of or requested changes to the Standard Professional Services Agreement included as Exhibit B (not included in page count).
9. Claim of Business Confidentiality (not included in page count) - The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63G-2- 305, provides in part that certain records are protected if properly classified. Proposers are responsible for determining which pages, if any, should be classified as protected under a Claim of Business Confidentiality, and are responsible for taking appropriate action to do so.

To protect information under a Claim of Business Confidentiality, the Proposer must:

- 1) Provide a written Claim of Business Confidentiality at the time the proposal is provided to Logan City; and
- 2) Include a concise statement of reasons supporting the Claim of Business Confidentiality (Subsection 63G-2-305). See Exhibit C.

To ensure the information is properly protected, the City asks the Proposer to clearly identify in the body of the proposal (by clearly marking the applicable pages as confidential) any specific information for which a Proposer claims business confidentiality protection as "PROTECTED". If no statement is provided, it is assumed that the information is not protected.

## **VII. PROPOSAL EVALUATION**

Proposals will be judged on the following criteria:

Understanding of the project/scope of services  
Knowledge, experience, and reference in solid waste cost of service analysis  
Project proposal ideas  
Innovation  
Schedule for completion  
Conformance of proposal to RFP  
Cost

EXHIBIT A

**CITY OF LOGAN  
INSURANCE AND BOND REQUIREMENTS**

FOR: SOLID WASTE MANAGEMENT COST OF SERVICE ANALYSIS  
August 2017

The Contracting party shall procure and maintain for the duration of the contract insurance and bonds against claims or liability which arises out of or in connection with the performance of the work hereunder by the Contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance and bonds shall be included in the Contracting party's bid or proposal.

**A. TYPES AND MINIMUM LIMITS OF INSURANCE**

Contracting party shall maintain limits not less than:

1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence, personal injury and property damage, \$2,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO 1993 or better) to include Products - Comp/OP aggregate of \$2,000,000. Limits to apply to this project individually.
2. **PROFESSIONAL LIABILITY:** \$1,000,000 per occurrence.
3. **AUTOMOBILE LIABILITY:** \$1,000,000 per occurrence. "Any Auto" coverage is required.
4. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:** Workers' Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.
5. **PAYMENT and PERFORMANCE BONDS:** Not applicable.

**B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retention exceeding 5% of the policy limits must be declared to and approved by Logan City. At the option of Logan City, either (1) the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Logan City, its officers, officials and employees; or (2) the Contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

**C. NOTICE OF ACCIDENT, INJURY, OR DAMAGE**

Contracting party shall agree to promptly disclose to Logan City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

I. General Liability and Automobile Liability Coverages

- A. Logan City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contracting

party; products and completed operations of the Contracting party; premises owned, leased, hired or borrowed by the Contracting party. The coverage shall contain no special limitations on the scope of protection afforded to Logan City, its officers, officials, employees or volunteers.

B. The Contracting party's insurance coverage shall be a primary insurance as respects to Logan City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Logan City, its officers, officials, employees or volunteers shall be in excess of the Contracting party's insurance and shall not contribute with it.

C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Logan City, its officers, officials, employees or volunteers.

D. The Contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

**E. ACCEPTABILITY OF INSURERS**

Insurance and bonds are to be placed with insurers admitted in the State of Utah with an A. M. Best rating of not less than A-: IX, and in the limits as listed in this document, unless approved by the City's Risk Manager, or his designee, **a minimum of five (5) business days prior to bid or proposal deadline.**

**F. VERIFICATION OF COVERAGE**

Contracting party shall furnish Logan City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms acceptable to Logan City before work commences. Logan City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

**G. SUBCONTRACTORS**

Contracting party shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## EXHIBIT B

### CITY OF LOGAN

#### Standard Contract Terms and Conditions for Professional Services

**Project:** SOLID WASTE MANAGEMENT COST OF SERVICE ANALYSIS

1. **PARTIES:** This agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Logan, a Utah municipal corporation, hereinafter referred to as the “CITY”, and \_\_\_\_\_, hereinafter referred to as “ENGINEER”.
2. **CONTRACT DOCUMENTS:** This agreement incorporates by reference the Request for Proposal, which includes Insurance and Bond Requirements, dated \_\_\_\_\_, and the Proposal dated \_\_\_\_\_.
3. **AUTHORITY:** Provisions of this contract (“Contract”) are pursuant to the authority set forth in Logan Municipal Code 3.04, and related statutes which permit the City of Logan to purchase certain specified services, and other approved purchases for the City of Logan.
4. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Logan, in the First Judicial District Court for Cache County.
5. **LAWS AND REGULATIONS:** The person or entity contracting with the City of Logan under this Contract (“Engineer”) and any and all supplies, services, equipment, and construction furnished under this Contract will comply fully with all applicable Federal, and State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.
6. **RECORDS ADMINISTRATION:** The Engineer shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the Engineer for costs authorized by this Contract. These records shall be retained by the Engineer for at least four years after the Contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Engineer agrees to allow State and Federal auditors, and City of Logan staff, access to all the records to this Contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
7. **TIME:** The Engineer shall complete the scope of services work in a manner to achieve any milestones identified in the procurement documents related to this Contract and the attachments to this Contract. The full scope of services work shall be completed by any applicable deadline stated in the solicitation.
8. **TIME IS OF THE ESSENCE:** For all work and services under this Contract, time is of the essence and Engineer shall be liable for all damages to the City of Logan and anyone for whom the City of Logan may be liable, as a result of the failure to timely complete the scope of work required under this Contract.
9. **PAYMENT:**
  - 9.1 Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate City official, the Engineer may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue.
  - 9.2 The contract total may be changed only by written amendment executed by authorized personnel of the parties. Unless otherwise stated in the Contract, all payments to the Engineer will be remitted by mail or electronic funds transfer.

9.3 The acceptance by the Engineer of final payment without a written protest filed with the City of Logan within ten (10) working days of receipt of final payment shall release the City of Logan from all claims and all liability to the Engineer for fees and costs of the performance of the services pursuant to this Contract.

- 10. PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Engineer shall list Payment Discount Terms on invoices. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.
- 11. CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
- 12. DOCUMENT OWNERSHIP:** Engineer agrees that any work/services and all Deliverables prepared for City of Logan, to the extent to which it is eligible under copyright law in any county, shall be deemed a work made for hire, such that all right, title and interest in the work and Deliverables reside with the City of Logan. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, Engineer agrees to assign and hereby assigns all right, title, and interest, including but not limited to, copyright, patent, trademark, and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to the City of Logan. Engineer further agrees to provide all assistance reasonably requested by City of Logan in the establishment, preservation and enforcement of its rights in such work and deliverables, or subsequent amendments or modifications to such work and deliverables, without any additional compensation to Engineer. Engineer agrees to waive, and hereby, to the extent permissible, waives, all rights relating to such work and deliverables, or subsequent amendments or modifications to such work and deliverables, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use.
- 13. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify," only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.

#### 13.1 Status Verification System

- (1) Engineer certifies as to its own entity, under penalty of perjury, that the named Engineer has registered and is participating in the Status Verification System to verify the work eligibility status of the Engineer's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302.
- (2) The Engineer shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
- (3) The City of Logan will not consider a proposal for award, nor will it make any award, where there has not been compliance with this Section.
- (4) Manually or electronically signing the Proposal is deemed the Engineer's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws, including Utah Code Ann. Section 63G-12-302.

#### 13.2 Indemnity Clause for Status Verification System

Engineer (includes, but is not limited to any Engineer or Consultant) shall protect, indemnify and hold harmless, the City of Logan and its officers, employees, agents, representatives and anyone that the City of Logan may

be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Engineer; (b) Engineer's subcontractor or subconsultant at any tier; and/or (c) any entity or person for whom the Engineer or Subcontractor may be liable.

- 14. CONFLICT OF INTEREST:** Engineer represents that none of its officers or employees are officers or employees of the City of Logan, unless disclosure has been made. Engineer also represents that it has no conflict of interest in performing the services for the City of Logan under this Contract, unless such conflict of interest has been disclosed to the City of Logan and approval to proceed, notwithstanding the conflict, has been obtained from the City of Logan in writing.
- 15. ENGINEER AN INDEPENDENT CONTRACTOR:** The Engineer shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the City of Logan to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the City of Logan, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Engineer by the City of Logan. The Engineer shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from the City of Logan for these Contract services. Persons employed by the City of Logan and acting under the direction of the City of Logan shall not be deemed to be employees or agents of the Engineer.
- 16. INDEMNITY CLAUSE:** The Engineer agrees to indemnify, save harmless, and release the City of Logan, and all its officers, agents, volunteers, and employees from and against any and all claims, loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Contract which are caused in whole or in part by the wrongful acts or negligence of (a) the Engineer, (b) the Engineer's officers, agents, volunteers, or employees, (c) the Engineer's subcontractors or subconsultants at any tier, or (d) anyone for whom Engineer may be liable but not for claims arising from the City of Logan's sole negligence. The parties agree that if there are any Limitations of the Engineer's Liability, including a limitation of liability for anyone for whom the Engineer is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
- 17. EMPLOYMENT PRACTICES CLAUSE:** The Engineer agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Engineer agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place. Engineer also agrees to abide by any laws and policies of the City of Logan regarding any of the above mentioned prohibitions in this paragraph.
- 18. PERFORMANCE EVALUATION:** The City of Logan may conduct a performance evaluation of the Engineer's services, including specific personnel of the Engineer. References in the Contract to Engineer shall include Engineer, Engineer's subcontractors, or subconsultants at any tier, if any. Results of any evaluation will be made available to the Engineer.
- 19. WAIVERS:** No waiver by the City of Logan or Engineer of any default shall constitute a waiver of the same default at a later time or of a different default.
- 20. SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal authority, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

**21. RENEGOTIATION OR MODIFICATIONS:** This Contract may be amended, modified, or supplemented only by written amendment to this Contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of this Contract. Automatic renewals will not apply to this Contract.

**22. SUSPENSION/DEBARMENT:** The Engineer certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract), by any governmental department or agency in the United States, including any federal, state or local agency. If the Engineer cannot certify this statement, attach a written explanation for review by the City of Logan. The Engineer must notify the Purchasing Agent within 30 days if suspended or debarred by any governmental entity during the Contract period.

**23. TERMINATION:**

23.1 Unless otherwise stated in the Additional Terms and Conditions of the City of Logan, if applicable, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which this Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given to the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

23.2 In the event of such termination, the Engineer shall be compensated for services properly performed under this Contract up to the effective date of the notice of termination. The Engineer agrees that in the event of such termination for cause or without cause, Engineer's sole remedy and monetary recovery from the City of Logan is limited to full payment for all work properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of the Engineer having to terminate contracts necessarily and appropriately entered into by the Engineer pursuant to this Contract. Engineer further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, and any and all documents produced by Engineer under this Contract up to the date of termination are the property of the City of Logan and shall be promptly delivered to the City of Logan.

**24. INSURANCE:**

24.1 To protect against liability, loss and/or expense in connection with the performance of services described under this Contract, the Engineer shall obtain and maintain in force during the entire period of this Contract without interruption, at its own expense, insurance as listed below from insurance companies authorized to do business in the State of Utah and with an A.M. Best rating as approved by the City of Logan Risk Manager.

24.2 The following are minimum coverages that may be supplemented by additional requirements contained in the solicitation for this Contract or provided in an Attachment to this Contract:

- (1) Worker's Compensation Insurance and Employers' Liability Insurance. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction.
- (2) Professional liability insurance in the amount as described in the solicitation for this Contract, if applicable.
- (3) Any other insurance described in the solicitation for this Contract, if applicable.

24.3 Any type of insurance or any increase of limits of liability not described in this Contract which the Engineer requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility, and shall be provided at Engineer's own expense.

24.4 The carrying of insurance required by this Contract shall not be interpreted as relieving the Engineer of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order.

- 25. STANDARD OF CARE:** The services of Engineer and its subcontractors and subconsultants at any tier, if any, shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude and complexity of the services that are the subject of this Contract. The Engineer shall be liable to the City of Logan for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. another Engineer's claim against the City of Logan), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.
- 26. CITY OF LOGAN REVIEWS, LIMITATIONS:** The right of the City of Logan to perform plan checks, plan reviews, other reviews and/or comment upon the services of the Engineer, as well as any approval by the City of Logan, shall not be construed as relieving the Contractor from its professional and legal responsibility for services required under this Contract. No review by the City of Logan or any entity/user, approval or acceptance, or payment for any of the services required under this Contract shall be construed to operate as a waiver by the City of Logan of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract, and the Engineer shall be and remain liable to the City of Logan in accordance with applicable law for all damages to the City of Logan caused by the wrongful acts, errors and/or omissions of the Engineer or its subcontractors or subconsultants at any tier, if any.
- 27. NONAPPROPRIATION OF FUNDS:** The Engineer acknowledges that the City of Logan cannot contract for the payment of funds not yet appropriated by the City Council. If the Council does not appropriate funds for paying the City of Logan's obligations on this Contract, or if funding to the City of Logan is reduced due to an order by the Mayor, or is required by State law, or if Federal funding (when applicable) is not provided, the City of Logan may terminate this Contract or proportionately reduce the services and purchase obligations and the amount due from the City of Logan upon 30 days' written notice to Engineer. If this Contract is terminated, or services and purchase obligations are reduced due to nonappropriation of funds or reduction in funding, as described in the preceding sentence, the City of Logan will pay Engineer for services properly performed, and will reimburse Engineer for expenses incurred, as authorized under this Contract, through the date of cancellation or reduction, and this payment shall be Engineer's sole remedy, and the City of Logan will not be liable for any future commitments, penalties, or liquidated damages.
- 28. SALES TAX EXEMPTION:** The City of Logan's sales and use tax exemption number is 12238772-002-STC. The tangible personal property or services being purchased are being paid from City of Logan funds and used in the exercise of that entity's essential functions.
- 29. PUBLIC INFORMATION:** Engineer agrees that this Contract, related sales orders, and invoices shall be public documents, and shall be available for distribution. Engineer gives the City of Logan express permission to make copies of this Contract, related sales orders, and invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Engineer also agrees that the Engineer's response to the solicitation, if applicable, will be a public document, and copies may be given to the public under GRAMA laws. This permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
- 30. PATENTS, COPYRIGHTS, ETC.:** The Engineer will release, indemnify and hold the City of Logan, its officers, agents and employees harmless from liability of any kind or nature, including the Engineer's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Contract.
- 31. ASSIGNMENT/SUBCONTRACT:** Engineer will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the City of Logan.
- 32. DEFAULT AND REMEDIES:**

32.1 Any of the following events will constitute cause for the City of Logan to declare Engineer in default of this Contract:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Contract.

32.2 Should Engineer be in default under any of the provisions under Subsection 32.1 above, the City of Logan will issue a written notice of default providing a ten (10) day period in which Engineer will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Engineer's liability for damages. If the default remains after Engineer has been provided the opportunity to cure, the City of Logan may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Contract and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Contract; or (4) Suspend Engineer from receiving future solicitations.

**33. FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The City of Logan may terminate this Contract after determining such delay or default will reasonably prevent successful performance of this Contract.

**34. PROCUREMENT ETHICS:** The Engineer understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the City of Logan is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the City of Logan, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

**35. CONFLICT OF TERMS:** In order for any terms and conditions of the Engineer to apply to this Contract, they must be in writing and attached to this Contract. No other terms and conditions of the Engineer will apply to this Contract, including terms listed or referenced on an Engineer's website, terms listed in an Engineer quotation/sales order, etc.

**36. ENTIRE CONTRACT:** This Contract including all attachments and documents incorporated hereunder, and the related City of Logan solicitation documents, if any, constitutes the entire Contract between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Contract shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Engineer's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Engineer that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the City of Logan. The parties agree that the terms of this Contract shall prevail in any dispute between the terms of this Contract and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Contract.

**37. DISPUTE RESOLUTION:** In the event of any dispute under this Contract prior to any filing in any judicial proceedings, the parties agree to participate in good faith in the mediation of the dispute. The City of Logan, after consultation with the Engineer, may appoint an expert or panel of experts to assist in the resolution of the dispute. If the City of Logan appoints such an expert or panel, City of Logan and Engineer agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

OWNER:  
\_\_\_\_\_  
City of Logan

ENGINEER:  
\_\_\_\_\_

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

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

Attest: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_ 290 North 100 West \_\_\_\_\_

\_\_\_\_\_ Logan UT 84321 \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

END OF DOCUMENT

## EXHIBIT C – CLAIM OF BUSINESS CONFIDENTIALITY

### Claim of Business Confidentiality

Any person who provides a proposal (or information contained in any record) that he or she believes should be protected under UCA Subsection 63G-2-305 (1 - 4) shall provide with the proposal a written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality. The guidelines used by Logan City to grant business confidentiality are as follows:

- Trade secrets – if the submitted information includes a formula, pattern, compilation, program, device, method, technique, or process, that has actual or potential value by its non-disclosure to the general public, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;
- Commercial information or non-individual financial information- if the submitted information contains commercial information or non-individual financial information the disclosure of which could reasonably be expected to result in unfair competitive injury to the person submitting the information, or would impair the ability of Logan City to obtain necessary information in the future, and the person submitting the information has a greater interest in prohibiting access than the public in obtaining access.

I, \_\_\_\_\_ do hereby claim that the pages identified below, which are contained within this submission as required by Logan City are confidential.

Signature \_\_\_\_\_

Date \_\_\_\_\_

The following pages of this Proposal are protected under a Claim of Business Confidentiality: