



# Request for Proposal CENTER STREET MAIN ST. TO 100 WEST DESIGN September 27, 2018

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The City of Logan desires to retain the services of a multi-disciplinary Professional Design Consulting Firm (Design Firm) to evaluate and prepare designs, plans and specifications for street and walkway improvements on Center Street from Main Street (HWY 89/91) to 100 West. The project will improve walkability and use of business frontage on Center Street and connectivity to downtown areas while modifying parking and local traffic flow and maintaining an inviting and vibrant downtown.

The project will provide new curb, gutter, and wider sidewalks; traffic calming elements at Main Street (HWY 89/91) and 100 West Street; a mid-block pedestrian crossing to enhance pedestrian access in the area that ties to the existing Center Block Walkway as outlined in the Downtown Specific Plan; landscaping and landscaping features; landscape irrigation; Streetside furnishings; raised planter boxes; design and engineering of a potential decorative archway; improved decorative lighting and electrical outlets for holiday lighting; an upgraded traffic signal at 100 West Street; and associated infrastructure such as canal irrigation system improvements, water service and metering improvements, stormwater, and drainage. In order to accomplish the goals of the project, it is expected that the design team is multi-disciplined in civil engineering, architecture, landscaping, and urban planning, and has vast experience in design of similar projects. The City has provided EXHIBIT A as an example to Design Firms expressing considerations for design. Design should be based on concepts rendered in EXHIBIT A with consideration given to creative, innovative, and useful modifications that accomplish Design Considerations and Project Objectives.

To accommodate an upcoming UDOT construction project on Main St. (HWY 89/91), the project is to be designed to incorporate a construction schedule that allows completion of all Main Street improvements prior to **May 15, 2019** and that allows completion of the remainder of project improvements in **spring 2019**. Design Firm shall develop a construction sequence and schedule that minimizes interruption to businesses fronting the project and travel through the area. The Design Firm shall provide a detailed schedule displaying critical path items and timely completion of design and construction of the project. Design Firm acknowledges the accelerated schedule and will commit sufficient resources to complete design and permitting to allow for construction that meets or exceeds schedules of UDOT and the City.

## **Background**

The City of Logan has partnered with property owners and businesses along Center Street. In cooperation with property owners the City of Logan has established a Special Assessment Area (SAA) on Center Street in the area extending from Main Street (HWY89/91) to 100 West Street. Properties within the assessment area that front Center Street will be levied an assessment to pay for a portion of the costs to complete this project. The City of Logan will finance design and construction of the project through varying sources and will recover a portion of the cost through assessment of the benefited properties.

## **Project Objectives**

- Create a unique and inviting ambience to the area
- Enhance usability of public space
- Improve pedestrian mobility and access
- Install a mid-block crossing connecting the Center Bock Walkway
- Relocate and improve existing decorative lighting
- Improve parking
- Design and engineer a potential archway feature
- Improve streetscape and streetscape furnishings
- Improve landscaping and irrigation
- Design raised planter boxes
- Provide Public Interaction Services
- Analyze and improve current irrigation flows through the area
- Install storm drainage to manage runoff and consider Low Impact Development
- Install water service utility upgrades as shown in EXHIBIT B
- Relocate affected existing utilities
- Perform Traffic Impact Study to determine feasibility of bulb-outs at Main St. and 100 West
- Design traffic signal at 100 West
  - Provide interconnection to UDOT Traffic Control Center utilizing GRIDSMART brand control
- Complete UDOT permitting process (Access Permit, CAMP, etc.)
- Continued coordination with City staff

## **Design Considerations**

Logan's Downtown is the cultural and historic heart of the City and has enjoyed a long history of vitality. However, development outside of the downtown area has lured many businesses out of Downtown and reduced its attractiveness as a retail destination. This project will be iconic to downtown renovation and will enhance the social, economic and downtown culture of Logan.

The Design Firm will offer ideas for the recommended use of the project area and will propose innovative ideas to accomplish the Downtown vision. The Design Firm will consider enhancements that provide an appealing social atmosphere, shopping, dining, and entertainment with a design that prioritizes people and pedestrians over vehicular traffic while maximizing parking, access to downtown businesses, and utilization of public space.

## **Scope of Work**

### **Task 1 - Preliminary Design and Alternatives Selection**

- Design Firm shall meet with City staff to discuss the Downtown vision and ideas for proposed design options. The City has provided EXHIBIT A as an example to Design Firms expressing considerations for design. Design should be based on concepts rendered in EXHIBIT A with consideration given to creative, innovative, and useful modifications that accomplish Design Considerations and Project Objectives.
- Prepare up to 3 preliminary design renderings that reflect ideas resultant of meetings with City staff and that accomplish the Downtown vision, Design Considerations, and Project Objectives. Renderings will be submitted to City staff for review and comment prior to proceeding with design. The Design Firm is allowed architectural and design freedoms and is encouraged to express concepts and ideas during this stage of design. City staff will be allowed 1-week for review and comment.
- Design Firm will utilize City gathered topographical survey of the project area to generate complete topographical mapping including horizontal and vertical control, and all roadway and existing surfaces. The survey extends sufficiently beyond the proposed construction area to allow Design Firm to generate a competent design surface. Survey data includes floor elevations of existing buildings, point clouds of area scans, and high definition scanned photographs of the project area. Lidar information is also available to the selected Design Firm. All survey control points are based on elevations on the Logan (AGRC TURN Network). City Surveyor will provide control that ties to at least 2 City monuments. All design drawing and construction shall be tied to Logan City controls.
- Perform Level II Traffic Impact Study, as defined by UDOT, to determine feasibility of bulb-outs at Main Street and 100 West. The Traffic Study shall analyze impacts to local traffic through and in the area, maximum roadway capacity, traffic flows, turn movements, and queuing using the current roadway configuration and after proposed improvements. Traffic Counts on Main and 100 West will be provided by the City.
- Coordinate entrances and parking lot improvements with the City and owners of adjacent parking lots on the north and south sides of the roadway.
- Coordinate sidewalk improvements with the southeast property owner who is currently undergoing remodel and improvements within the UDOT and Logan City Right of Way.

- Prepare 15% conceptual design documents that display Project Objectives and City Staff review comments. City staff will be allowed 1-week to review and comment. 15% design documents shall be submitted to the City prior to **November 21, 2018**.
- Prior to proceeding with design, the Design Firm shall hold a public meeting that presents the project and encourages input by the Special Assessment Area (SAA) property owners on the 15% design documents. As directed by the City, the Design Firm shall respond to comments and suggestions by SAA property owners and Logan City staff regarding engineering, architectural, and aesthetic design elements. The public meeting with business owners within the SAA should be scheduled prior to **December 3, 2018**.

## **Task 2- Prepare Design Drawings and Public Interaction**

- Provide Quality Level C Subsurface Utility Exploration (SUE) as defined by UDOT. City GIS data will be available to the selected Design Firm. SUE information will be used to identify possible utility conflicts. Utilities that present possible conflict will be pot-holed by City staff and locations/elevations verified.
- Provide a geotechnical/soils report and provide a recommended pavement section to support traffic and vehicle types. A sufficient number of boring sites shall be chosen and analyzed to determine the minimum pavement section to meet a 30 year ESAL design.
- Design Firm shall prepare 30% design documents, accompanied by updated estimated costs of construction prior to **December 20, 2018**. Design Firm will include recommendations from City staff given on the 15% design and previous submittals.
- Design water service lateral and metering improvements. Coordinate with City staff and EXHIBIT B.
- Continue coordination of entrances and parking lot improvements with the City and owners of adjacent parking lots on the north and south sides of the roadway.
- Continue coordination of sidewalk improvements with the southeast property owner who is currently undergoing remodel and improvements within the UDOT and Logan City Right of Way.
- Analyze and design irrigation flows and stormwater. Coordinate irrigation and stormwater design with irrigation company and City staff. Implementation of Low Impact Development (LID) and retention of the 90% storm shall be considered.
- 60% review documents shall be provided to the City, accompanied with updated estimated costs of construction. 60% design documents shall be submitted to the City prior to **January 31, 2019**. The City will be allowed one (1) week for each review. Additional review copies for the required state agencies shall also be provided as needed.
- Prior to proceeding with full design, the Design Firm shall hold a public meeting that presents and encourages public input by the Special Assessment Area (SAA) property owners on the 60% design documents. As directed by City staff, the Design Firm shall respond to comments and suggestions by SAA property owners and Logan City staff

regarding engineering, architectural, and aesthetic design elements. The public meeting with business owners within the SAA should be scheduled prior to **February 13, 2019**.

### **Task 3 - Complete Design Drawings, Specifications, and Permitting**

- Design Firm shall prepare documents necessary and complete UDOT's pre-Application Meeting (CAMP) process for modifying the Access at Main Street (HWY 89/91).
- Design Firm shall prepare documents necessary and complete the UDOT Conditional Access Permit process for modifying the Center Street access on Main Street (Hwy 89/91).
- Design Firm shall account for all required UDOT review periods to allow for completion of construction of improvements within the UDOT Right of Way prior to May 15, 2019.
- Continue Public Interaction to communicate and work with businesses along the corridor to keep them informed of progress and the direction of the project, as well as address any concerns they may have about the project.
- Prepare a Stormwater Pollution Prevention Plan (SWPPP) with associated plan sheets that complies with the requirements of the State of Utah Department of Environmental Quality (DEQ), Division of Water Quality (DWQ), Utah Pollution Discharge Elimination System (UPDES), General Permit for Discharges from Construction Activities (UTRC00000).
- Develop a list of parts, equipment, and appurtenances required for construction of the traffic signal on 100 West. Design Firm shall complete the necessary UDOT order forms needed by the City to submit to UDOT State Furnished Materials Coordinator for pre-order of materials needed for construction.
- 90% review documents shall be provided to the City, accompanied with associated estimated costs of construction prior to **March 15, 2019**. The City will be allowed one (1) week for document review. Additional review copies for the required state agencies shall also be provided. The Design Firm shall continue to respond to comments and regarding civil, architectural, and aesthetic design elements.
- Prepare a full design including drawings, plans, and specifications for the project.
- Design shall meet all APWA Standards and Specifications as amended by Logan City and/or UDOT Standards and Specifications as applicable.

### **Task 4 - Prepare Bidding Packages**

Prior to **April 1, 2019**, prepare bidding packages including the design documents, drawings and specifications, and Engineers Estimate, consistent with Logan City's bidding procedures. The selected consultant will be required to assist in the bidding process and to recommend award of the project to a contractor. This task includes: conducting meetings, answering questions, maintaining documentation of all meetings, correspondence, requests, etc. throughout the bidding process. Design Firm shall derive a bidding and construction schedule that will allow for completion of construction of improvements within the UDOT Right of Way prior to **May 15, 2019**.

## Schedule

It is expected that the proposing Design Firms will be able to demonstrate in their proposal a design schedule that will allow Logan City to successfully complete design while meeting noted milestones and mandated construction completion dates. The schedule must reflect the elements defined by the proposing Design Firm in the Scope of Work and be of sufficient detail to show critical path items, milestones, and construction.

November 21, 2018	15% Design Documents
December 3, 2018	Public Meeting with SAA Property and Business Owners
December 20, 2018	30% Design Documents
January 31, 2019	60% Design Documents
February 13, 2019	Public Meeting with SAA Property and Business Owners
March 15, 2019	90% Design Documents
April 1, 2019	Advertise for Bid- Construction
May 15, 2019	Construction Completion of UDOT ROW portion of work

## Project Deliverables

Six (6) hard copies of the 100 percent final documents shall be provided to the City. Additional copies for the necessary state agencies shall also be provided.

The final design documents will also be submitted in the native file formats. The native formats must be compatible with City standard software (Civil 3D Version 2017) or the necessary licensed software must be provided. All necessary permits or approvals shall also be submitted with the final documents to the City.

All models, design files, calculations, studies, reports, etc. will be provided to the City as part of the final submittals. The models and drawings shall be tested and demonstrated that they are fully operational for future evaluations or modifications by the City Engineering staff.

The final submittals must be submitted in a final PDF format that is print-ready and reproducible. This information should be adequate for posting on the internet. All documents to be included with the bidding package shall be submitted on CD or other digital storage device to allow for easy reproduction of the bidding documents.

## Proposal Requirements

Each proposal must include the following (size 8-1/2 x 11):

- Cover Letter- optional (Not to exceed two pages. Cover letters are not included in page count).
- Qualifications of Design Firm proposing on the project including specific similar sample projects. Each project listed must include the following information:

- Staff proposed for this project who worked on similar projects, and what their role in the project was.
- Scope of the project.
- Description of the project emphasizing elements related to this project.
- Project client reference who was involved with the project.
- Qualifications of each individual proposed for this project. Each individual listed must include the following information:
  - Name, education, and years of experience.
  - Experience on projects of this type doing the proposed duties assigned with this project.
  - List of projects this staff member completed similar to this project.
- Detailed approach and methodology for performing the project. The tasks must clearly define goals and objectives expected. While Logan City has our expectations, it is the Design Firm's responsibility in the process to provide a detailed approach and methodology that demonstrates their experience and knowledge of the project.
- Detailed Scope of Work proposed to complete Tasks 1 -4.
- Detailed Schedule (Detailed Schedule may be submitted on size 11 x 17). The Detailed Schedule shall highlight key objectives, milestones, interaction between tasks with the appropriate lead and lag times, and areas requiring input from the city, state, and federal agencies. This must tie back to the Detailed Scope of Work proposed by the Design Firm. Proposed schedule shall start with Design Firm selection with detail through construction completion.
- Fee Proposal. The proposal must be correlated with specific items outlined in the Detailed Scope of Work proposed by the Design Firm and must include the expected costs and estimated hours of Tasks 1 -4 by task and must include sufficient detail that allows reviewing staff adequate information to compare key individual item costs. This proposal should also identify any special services to be provided by resources outside of your Design Firm and the cost of such services.
- Appendix A: Resumes of project staff (Not to exceed two pages per individual. Resumes are not included in page count), in alphabetical order.
- Appendix B: Proof of ability to comply with insurance requirements as shown on EXHIBIT C. (Not included in page count)
- Appendix C: Acceptance of or requested changes to the Standard Professional Services Agreement included as Exhibit D. (Not included in page count.)
- Appendix D: 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) as Appendix D.

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.

## **Proposal Format**

Proposals shall contain the required information discussed above, in the order listed, not exceeding nine (9) pages in length (not including the Appendices or fee proposal).

## **Submittal Requirements**

The City reserves the right to reject any or all proposals and to waive any informality or technicality in any proposal.

The City reserves the right to delay or deny approval of the work if it is determined in the City's best interest to do so.

Prospective Design Firms are required to attend a mandatory Pre-Submittal meeting which will be held at **Logan City Hall Conference Room, 290 North 100 West, Logan Utah at 10:00 A.M. on Friday, October 5, 2018.** The object of the meeting is to acquaint interested Design Firms with PROJECT OBJECTIVES and project DESIGN CONSIDERATIONS.

Seven (7) copies of the technical proposal shall be submitted to the City by 11:00 a.m. on Friday, **October 12, 2018** to Lori Mathys, Purchasing Agent, 290 North 100 West, Logan, Utah 84321.

Questions pertaining to this request for qualifications shall be directed to Tom Dickinson at [tom.dickinson@loganutah.org](mailto:tom.dickinson@loganutah.org). All questions pertaining to this request for qualifications shall be submitted in writing before 4:00 pm on **October 10, 2018**. A list of questions and answers will be kept on the Purchasing website. Due to limited time of City staff, there will be no individual meetings with Design Firms wishing to propose on the project.

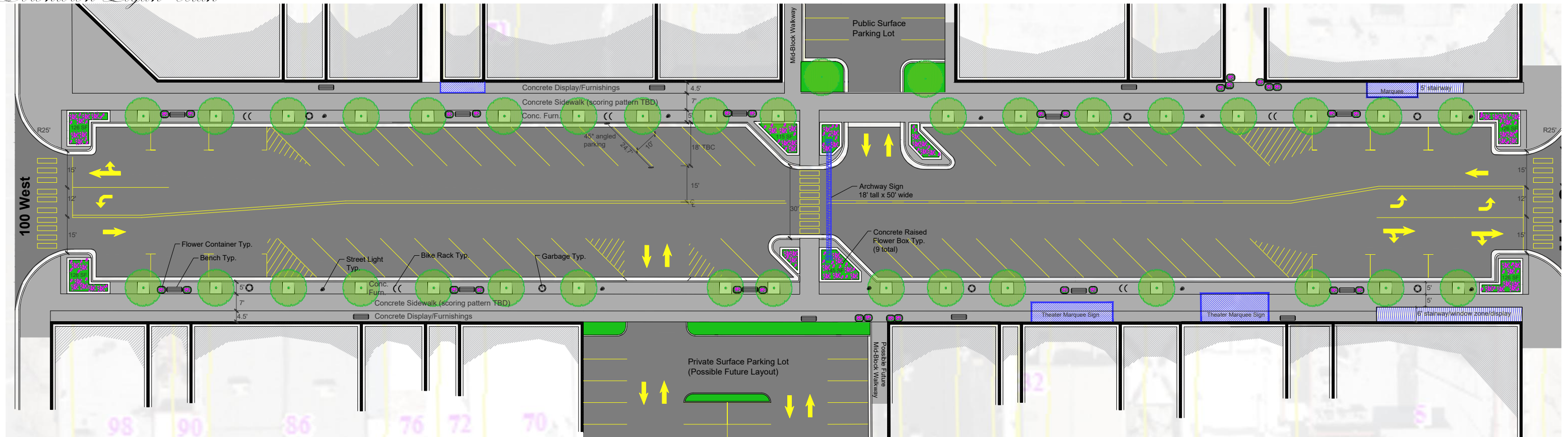
## **Selection of Consultant**

The successful consultant will be selected in accordance with the City procurement policy based on approach and methodology, firm experience, qualifications, schedule, and cost.



If after a review of the written proposal a winner cannot be chosen, the City reserves the right to require an oral interview.

# EXHIBIT A West Center Street Concept Plan



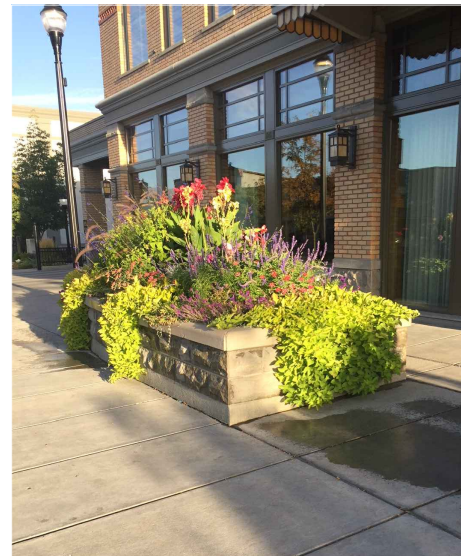
Street Trees



Tree Grate Example



Flower Container



Concrete Raised Flower Box

## Design Considerations

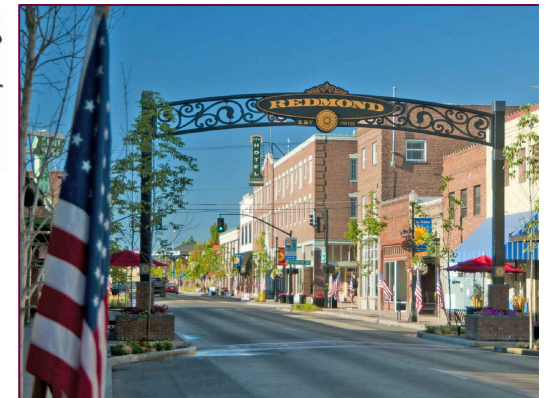
- 1. Destination or Thoroughfare**  
Should this block be a shopping/eating/entertainment/socializing destination that prioritizes pedestrians and people or a traffic thoroughfare that prioritizes vehicular movement and congestion mitigation?
- 2. Sidewalks**  
Additional sidewalk width, along with the replacement of the excessively deep gutters will create better walkability and access to businesses. The new sidewalks will have more room for trees, furnishings, outdoor dining and merchandise display areas.
- 3. Mid-Block Crosswalk**  
The delineated mid-block cross walk with bulb-out curbs, shorten the travel distance for a pedestrian to cross Center Street and designates a predictable crossing area for drivers. The mid-block crossing better connects the mid-block walkway that stretches nearly three blocks north/south, encouraging people to walk downtown.
- 4. Parking**  
Center Street currently contains 50 on-street angled and parallel parking stalls. This plan shows 58 on-street parking stalls (a net increase of 8 stalls). With new standard curbing, accessing the on-street parking stalls will be vastly improved.
- 5. Landscaping**  
Center Street currently has ~100 square feet of landscaping and 21 street trees. This plan shows 36 new street trees and 1,150 SF of landscaping that provide shade and create an ambiance that fosters longer lingering.
- 6. Branding Elements / Identity Features**  
With thoughtful design and strategic layout of certain features and elements, this block can create a unique sense of place that people will come to recognize and identify with that enriches their experiences and enhances their memories.



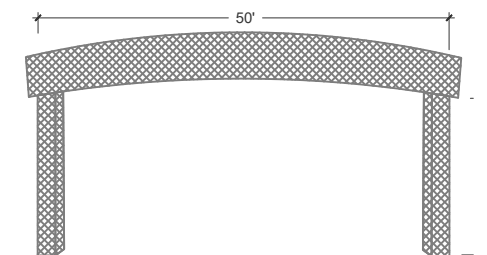
Street Furnishings and Lighting Examples



Seasonal Lighting Options



Archway Sign Example



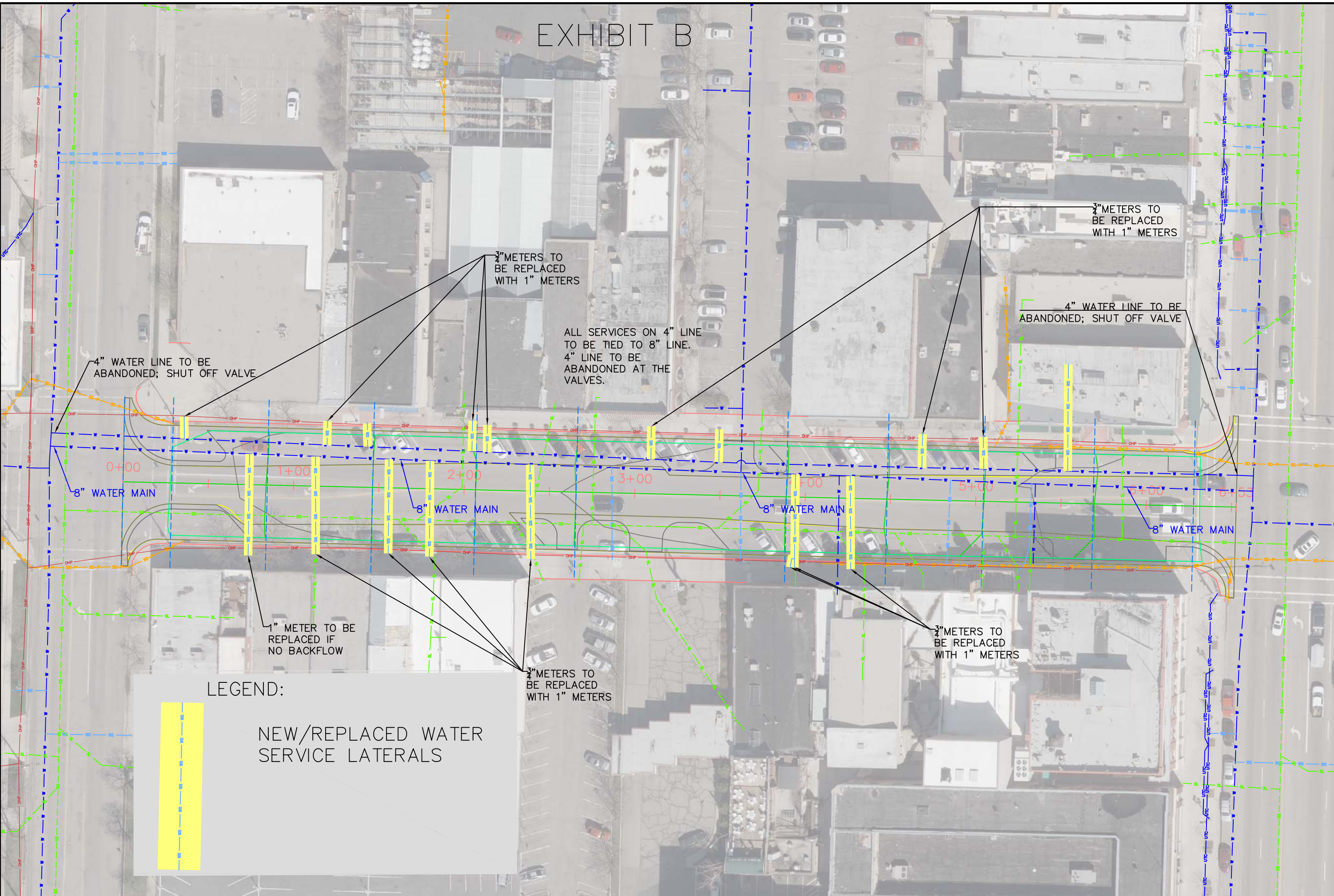
Archway Sign Dimensions



PRINT DATE/TIME: 3/24/18 7:40 AM

PROJECT FILE LOCATION: G:\public\Engineering\00 Engineering File System\PROJECTS 2018\ENG 18022 Center St main to 100 W sidewalk redevelopment\Design (CAD Files)\CENTERS ST\_MAIN TO 100W.kwg

# EXHIBIT B



**LEGEND:**

NEW/REPLACED WATER SERVICE LATERALS

		<b>LOGAN CITY ENGINEERING</b> 290 NORTH 100 WEST LOGAN, UTAH 84321		<b>WATER UTILITY PLAN</b>  <b>EXHIBIT B</b>	
DESIGNED BY:	ROEVIITT	DATE:	March 6, 2018	REVISION BLOCK:	BIDDING DOCUMENTS
DRAFTED BY:	ROEVIITT	ENG #:	ENG 8022	CHECKED BY:	TUCKINSON
SHEET NO: <b>EXH-B</b>		SCALE: <b>1" = 50'</b>		0' 25' 50'	

**EXHIBIT C**  
**CITY OF LOGAN**  
**INSURANCE AND BOND REQUIREMENTS**

**FOR: CENTER STREET MAIN TO 100 WEST DESIGN**

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. MINIMUM LIMITS OF INSURANCE**

Contracting party shall maintain limits not less than:

1. **GENERAL LIABILITY:** \$2,000,000 combined single limit per occurrence, personal injury and property damage, \$3,000,000 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:** \$2,000,000 per occurrence.
3. **AUTOMOBILE LIABILITY:** \$2,000,000 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 to this project.

**B. 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.**

**C. NOTICE OF INCIDENT OR ACCIDENT**

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, their 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, their officers, officials, employees or volunteers.

B. The Contracting party's insurance coverage shall be a primary insurance as respects to Logan City, officials, employees and volunteers. Any insurance or self-insurance maintained by Logan City, their 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, their 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. 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.

**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 D

### CITY OF LOGAN

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

**Project: Center Street from Main Street to 100 West Design**

1. **PARTIES:** This contract is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and
2. **CONTRACT DOCUMENTS:** This contract incorporates by reference Request for Proposal, which includes the Insurance and Bond Requirements, dated \_\_\_\_\_, and the Proposal dated \_\_\_\_\_.
3. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Logan Municipal Code 3.04, and related statutes which permit the CITY to purchase certain specified services, and other approved purchases for the CITY.
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 under this Contract (“CONSULTANT”) 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 CONSULTANT shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the CONSULTANT for costs authorized by this Contract. These records shall be retained by the CONSULTANT 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 CONSULTANT agrees to allow State and Federal auditors, and CITY 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 CONSULTANT 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 CONSULTANT shall be liable for all damages to the CITY and anyone for whom the CITY 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 CONSULTANT 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 CONSULTANT will be remitted by mail or electronic funds transfer.

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

**10. PROMPT PAYMENT DISCOUNT:** CONSULTANT 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. CONSULTANT 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:** CONSULTANT agrees that any work/services and all Deliverables prepared for the CITY, 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. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, CONSULTANT 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. CONSULTANT further agrees to provide all assistance reasonably requested by CITY 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 CONSULTANT. CONSULTANT 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) CONSULTANT certifies as to its own entity, under penalty of perjury, that the named CONSULTANT has registered and is participating in the Status Verification System to verify the work eligibility status of the CONSULTANT'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 CONSULTANT 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 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 CONSULTANT'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

CONSULTANT (includes, but is not limited to any CONSULTANT) shall protect, indemnify and hold harmless, the CITY and its officers, employees, agents, representatives and anyone that the CITY 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) CONSULTANT; (b) CONSULTANT's subcontractor or subconsultant at any tier; and/or (c) any entity or person for whom the CONSULTANT or Subcontractor may be liable.

**14. CONFLICT OF INTEREST:** CONSULTANT represents that none of its officers or employees are officers or employees of the CITY, unless disclosure has been made. CONSULTANT also represents that it has no conflict of interest in performing the services for the CITY under this Contract, unless such conflict of interest has been disclosed to the CITY and approval to proceed, notwithstanding the conflict, has been obtained from the CITY in writing.

**15. CONSULTANT AN INDEPENDENT CONTRACTOR:** The CONSULTANT shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the CITY to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the CITY, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONSULTANT by the CITY. The CONSULTANT shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from the CITY for these Contract services. Persons employed by the CITY and acting under the direction of the CITY shall not be deemed to be employees or agents of the CONSULTANT.

**16. INDEMNITY CLAUSE:** The CONSULTANT agrees to indemnify, save harmless, and release the CITY, 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 CONSULTANT, (b) the CONSULTANT's officers, agents, volunteers, or employees, (c) the CONSULTANT's subcontractors or subconsultants at any tier, or (d) anyone for whom CONSULTANT may be liable but not for claims arising from the CITY's sole negligence. The parties agree that if there are any Limitations of the CONSULTANT's Liability, including a limitation of liability for anyone for whom the CONSULTANT 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 CONSULTANT 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 CONSULTANT agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place. CONSULTANT also agrees to abide by any laws and policies of the CITY regarding any of the above mentioned prohibitions in this paragraph.

**18. PERFORMANCE EVALUATION:** The CITY may conduct a performance evaluation of the CONSULTANT's services, including specific personnel of the CONSULTANT. References in the Contract to CONSULTANT shall include CONSULTANT, CONSULTANT's subcontractors, or subconsultants at any tier, if any. Results of any evaluation will be made available to the CONSULTANT.

**19. WAIVERS:** No waiver by the CITY or CONSULTANT 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 CONSULTANT 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 CONSULTANT cannot certify this statement, attach a written explanation for review by the CITY. The CONSULTANT 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, 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 CONSULTANT shall be compensated for services properly performed under this Contract up to the effective date of the notice of termination. The CONSULTANT agrees that in the event of such termination for cause or without cause, CONSULTANT's sole remedy and monetary recovery from the CITY 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 CONSULTANT having to terminate contracts necessarily and appropriately entered into by the CONSULTANT pursuant to this Contract. CONSULTANT 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 CONSULTANT under this Contract up to the date of termination are the property of the CITY and shall be promptly delivered to the CITY.

## **24. INSURANCE:**

24.1 To protect against liability, loss and/or expense in connection with the performance of services described under this Contract, the CONSULTANT 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 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 CONSULTANT requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility, and shall be provided at CONSULTANT's own expense.

24.4 The carrying of insurance required by this Contract shall not be interpreted as relieving the CONSULTANT 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 CONSULTANT 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 CONSULTANT shall be liable to the CITY for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. another CONSULTANT's claim against the CITY), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.

**26. CITY REVIEWS, LIMITATIONS:** The right of the CITY to perform plan checks, plan reviews, other reviews and/or comment upon the services of the CONSULTANT, as well as any approval by the CITY, 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 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 any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract, and the CONSULTANT shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the wrongful acts, errors and/or omissions of the CONSULTANT or its subcontractors or subconsultants at any tier, if any.

**27. NONAPPROPRIATION OF FUNDS:** The CONSULTANT acknowledges that the CITY 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's obligations on this Contract, or if funding to the CITY 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 may terminate this Contract or proportionately reduce the services and purchase obligations and the amount due from the CITY upon 30 days' written notice to CONSULTANT. 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 will pay CONSULTANT for services properly performed, and will reimburse CONSULTANT for expenses incurred, as authorized under this Contract, through the date of cancellation or reduction, and this

payment shall be CONSULTANT's sole remedy, and the CITY will not be liable for any future commitments, penalties, or liquidated damages.

**28. SALES TAX EXEMPTION:** The CITY's sales and use tax exemption number is 12238772-002-STC. The tangible personal property or services being purchased are being paid from CITY funds and used in the exercise of that entity's essential functions.

**29. PUBLIC INFORMATION:** CONSULTANT agrees that this Contract, related sales orders, and invoices shall be public documents, and shall be available for distribution. CONSULTANT gives the CITY 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). CONSULTANT also agrees that the CONSULTANT'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 CONSULTANT will release, indemnify and hold the CITY, its officers, agents and employees harmless from liability of any kind or nature, including the CONSULTANT'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:** CONSULTANT 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.

**32. DEFAULT AND REMEDIES:**

32.1 Any of the following events will constitute cause for the CITY to declare CONSULTANT 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 CONSULTANT be in default under any of the provisions under Subsection 32.1 above, the CITY will issue a written notice of default providing a ten (10) day period in which CONSULTANT will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONSULTANT's liability for damages. If the default remains after CONSULTANT has been provided the opportunity to cure, the CITY 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 CONSULTANT 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 may terminate this Contract after determining such delay or default will reasonably prevent successful performance of this Contract.
- 34. PROCUREMENT ETHICS:** The CONSULTANT understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the CITY 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, 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 CONSULTANT to apply to this Contract, they must be in writing and attached to this Contract. No other terms and conditions of the CONSULTANT will apply to this Contract, including terms listed or referenced on an CONSULTANT's website, terms listed in an CONSULTANT quotation/sales order, etc.
- 36. ENTIRE CONTRACT:** This Contract including all attachments and documents incorporated hereunder, and the related CITY 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 CONSULTANT's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the CONSULTANT 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. 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, after consultation with the CONSULTANT, may appoint an expert or panel of experts to assist in the resolution of the dispute. If the CITY appoints such an expert or panel, CITY and CONSULTANT 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  
\_\_\_\_\_

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

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

Address for giving notices:

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

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

CONSULTANT:

\_\_\_\_\_

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

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

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

END OF DOCUMENT