



Request for Proposal Design Services for Intersection Realignment and Traffic Signal at 1250 North 200 East

March 22, 2024

Logan City (City) desires to retain the services of a Professional Engineering Consulting Firm to provide all-inclusive design services for intersection improvements at 1250 North 200 East. The following indicates items that are known or expected to be a part of the design. The successful Consultant will identify items that may have been missed in their proposal. Design and construction of the intersection improvements shall meet all federal, state and Logan City requirements. This project is part of a larger multi-year corridor improvement project. However, Logan desires to construct this project in concert with the re-development project for the Cache Valley Mall area. Designs shall be ready for bidding no later than the beginning of November 2024. Construction is anticipated for spring/summer 2025.

Background & Overview

The City desires to align the east and west legs of the intersection to allow effective travel and signalization of intersection. Intersection design will include a geometric layout for the intersection. The selected design Consultant will determine the necessary number of through lanes right-hand and left-hand turn lanes to accommodate the vehicle traffic flow and all other modes of transportation through the intersection. 200 East is classified as a minor arterial with two through lanes in each direction, and a center left lane, in the City's Transportation Master Plan. 1250 N is classified as a gridded street with one through lane in each direction, and a center left lane. The Consultant will advise the City on lanes and layout based on information within the Transportation Master Plan, as well as current plans for the re-development of the Cache Valley Mall area. The project also includes upgrades to the storm drain / irrigation system within the project area. The design will include preparation of construction drawings and specifications meeting Logan City design standards that will be used for construction.

Design shall include plans for signalization. Selected consultant shall design a new traffic signal at the intersection. This design shall include all underground work, aboveground work, and equipment (Electronics, poles, signal heads, video detection system (Gridsmart), radios, etc) to install a traffic signal to UDOT and Logan City specifications.

Existing GIS utility maps of Logan City owned infrastructure are provided to all Consultants to assist with their proposal and design. The Consultant shall confirm and verify the alignment of all underground facilities by means of site investigation, survey, and pothole. Abandoned or inactive lines may not show on GIS maps. Logan City shall provide potholing services for critical utility crossings. Exact number and location of potholes will be determined after consultation between Consultant and Logan City.

It is anticipated that the Consultant will not complete property acquisition services, but will provide all legal descriptions and exhibits for all property takes and easements to accommodate signaling equipment, road widening, intersection alignment, cut/fill easements, or other project needs. The City will begin property acquisition after the 30% design milestone is reached.

The design shall include any applicable improvements identified in the City's Bike and Pedestrian master plan. A landscape plan will also be required for both the existing improvements which are disturbed as well as new landscape areas created with the roadway such as park strips.

The Consultant is expected to advise the City on materials procurement periods vs construction periods. Methods to encourage contractor compliance to hold to the schedule will also be included in the construction documents and contract as recommended by the Consultant. The Consultant should create an estimated days of construction with the 90% design which can be used to help determine the construction timeline.

Roadway

The design will include preparation of construction drawings and specifications in accordance with Logan City, design standards. The design should include all sawcut lines, plan and profile views with elevations of all existing utilities at all proposed crossings,

The design should include turn radiuses which allow the trucks to be able to safely make turns at each leg of the intersection, while remaining in the proper lanes, and not cross into oncoming lanes.

Right-of-Way/Property Acquisition

It is anticipated that the Consultant will only provide legal descriptions and exhibits for necessary Right-of-way and easements.

Utilities

Stormwater will need to be addressed along with the intersection improvements. Inlets and catch basins will need to be relocated and the piping system modified accordingly.

No modifications to the water or sewer systems are anticipated.

Identify existing dry utilities which will need to be relocated. Propose new locations and alignments for dry utilities Consultant will coordinate these efforts with all dry utility companies within the project area throughout the design and bidding process, including but not limited to; Dominion, Syringa, Comcast, Lumen, Rocky Mountain Power, Google Fiber, Logan Light and Power, and Irrigation Company(s). Any relocation of existing utilities will need to be coordinated with the proper utility company following the appropriate franchise agreement.

Project Objectives

- Perform survey as required for design to include topographic elevations, and all existing features including, utilities, roadway and concrete features, lane striping, driveways, signs, etc.
- Geotechnical/Soils report for road design.
- Full roadway design of 1250 North 200 East intersection including a signage and striping plan, lighting plan, and stormwater management plan.
- Perform a Level B Subsurface Utility Engineering (SUE) study for areas where there is a potential for utility conflict during design and construction. Coordinate with Logan City to pothole as needed to gain more accurate utility locations where needed. Logan City will pothole identified conflicts

utilizing a vacuum truck. The Consultant will be responsible to survey the location and depth to utility immediately upon exposure in order to backfill.

- Determine best lane configuration prioritizing safety and traffic flow with adequate queuing areas and accommodations for turning movements.
- Coordinate with Dominion Energy, Comcast, Syringa, Lumen, Logan Light and Power, irrigation companies, and other private utilities which may have conflicts with the project to resolve these conflicts and schedule relocation prior to construction start.
- Align and widen, as necessary, the intersection including all necessary curb and gutter, sidewalk, ADA ramps, and park strip improvements for all legs and corners of the intersection and extend a sufficient distance to allow a complete design, evaluation, and construction.
- Design a traffic signal at the intersection.
- Prepare bidding documents, bidding services (Q&As, Addenda's etc.), pre-bid meeting held at Logan City offices, construction documents, plans, any project specific standards and specifications. This will be attached to the City's contract documents.
- Provide trail and bicycle facilities according to the City's Bicycle and Pedestrian Master Plan.
- Provide a landscaping plan.
- Potential for contract extension to include project management and observation upon commencement of construction, based on firm qualifications.

Scope of Work

Phase I – Design, Coordination/Permitting

Task 1 – Preliminary Design

- Survey existing Right of Ways and generate complete topographical mapping including horizontal and vertical control, all roadway and existing surfaces shall extend sufficiently beyond proposed construction to generate a competent design surface, existing utilities, and all additional information necessary to construct the project. Surveys shall be tied to at least two Logan City monuments per roadway. Survey control points shall provide elevations on the Logan City (AGRC TURN) Network to facilitate construction. Design drawings and construction shall be tied to Logan City controls.
- Coordinate design goals with Logan City Transportation Master Plan and Pedestrian Bicycle Master Plan.
- Review current masterplans, studies, and other relevant documents to determine best alignment and cross section from 1000 North to 1400 North along 200 East. Complete a concept level design (30% level) of what this corridor cross section should be so as to be compatible with current design work north of 1400 North and compatible with CMPO and CCCOG plans for this corridor. Allow for 3 review and comment iterations with City staff.
- Prepare a geotechnical/soils report and provide recommended road section to support project traffic and vehicle types.
- Complete Level B SUE on areas deemed necessary to identify and design for utility conflicts. Identify needed pothole locations for City crews to complete potholing. Consultant to provide utility surveying.
- Identify any necessary public and private utility relocations including natural gas, power, telecommunications, fiber optics, irrigation, canal, etc.
- Generate a preliminary design (30%), for review by Logan City of the intersection, traffic signal, anticipated sidewalk improvements, curb and gutter, and park strips, storm drains, irrigation piping, etc.
- Provide large scale plots and be available to attended one public meeting run by the City.
- Provide any estimated cost for the project at the 30%, 60%, 90%, and 100% design levels: Rough Order of Magnitude (ROM).
- 30% electronic review documents shall be provided to Logan City, accompanied with associated Opinions of Probable Cost of construction. Logan City will be allowed one (1) week for each review. Additional review copies for other agencies shall also be provided.
- Meet with Logan City at City offices to discuss review comments.

Task 2- Prepare Design Drawings and Specifications

- Prepare a full design including drawings, plans, and specifications for the entire intersection improvement including affected utilities . The Consultant should be prepared to meet all APWA Standards and Specifications as amended by Logan City, all applicable ASHTO and UDOT Standard and Specifications for traffic signals, Utah Manual on Uniform Traffic Control Devices, and to take the project through design and permit approval processes from all applicable agencies.

- Prepare an erosion and sediment control plan in accordance with the Cache Valley Storm Water Design Standards as amended by Logan City.
- Prepare designs for stormwater detention created from the additional impervious surface(s) resulting from the project.
- Finalize and coordinate all public and private utility relocations and improvements and finalize coordination and sequencing of utility relocations and protection to ensure they are completed in a timely manner.
- Final design may include retaining walls. Consultant shall plan for design of retaining walls to limit fill slopes and property impacts.
- 60% and 90% percent electronic review documents shall be provided to Logan City, accompanied with associated Opinions of Probable Cost of construction. Logan City will be allowed one (1) week for each review. City Signal Consultant shall be allowed to review signal plans. Additional review copies for other agencies shall also be provided. The 90% drawings are to be 100 % complete with the only necessary modifications being the final comments by the reviewing agencies.
- Provide to the City, 100% design documents, drawings, specifications, bidding documents and an Engineering Estimate consistent with Logan City bidding procedures.
- Bid documents shall comply with all Cache County Council of Government requirements and specifications.
- All cost estimates shall include a total project cost, as well as costs listed by CCCOG eligibility
- During the design phase identify any long lead materials and create a procurement plan for these items. This may include City procurement prior to project bidding. Adjust design as possible to accommodate and limit long lead items.
- Generate a preliminary construction schedule highlighting critical path items and key deadlines that must be met including long lead items and suggested procurement strategies.

Phase II - Bidding

Prepare Bidding Packages

- Prepare bid packages including design and bidding documents, drawings and specifications, and Engineers Estimate, consistent with Logan City bidding procedures.
- Assist in the bidding process and recommend award of the project to a contractor.
- Conduct one pre-bid meeting with interested parties at a Logan City provided facility.
- Answer questions and prepare addenda as needed during the bid process. All questions and responses will be in writing and will be submitted to the City, to be posted to the Logan City Finance web page.
- Maintain documentation of all meetings, correspondence, requests, etc.
- Prepare and document all bid amendments, changes, and modifications.

Phase III – Construction Services

Construction Inspection and Management

Logan City reserves the right to extend the contract to include Phase III – Construction Inspection and Management determined upon negotiations with Consultant. If the City chooses to extend the contract, scope and fees for Phase III will be discussed at that time. Construction may be over two construction seasons with a winter shutdown and demobilization of the contractor.

Schedule

It is expected to have a design firm selected and contracted by first of May 2024. The 30% design shall be completed by late July 2024, the 60% design shall be completed by mid September and the final design and bid documents shall be completed by end of October 2024. It is expected that the proposing firms will be able to demonstrate in their proposal a schedule that will allow for the work to be bid by no later than mid November 2024. The schedule must reflect the elements defined by the proposing firms in the Scope of Work and be of sufficient detail to show critical path items and all construction ready to be started by November 2024 at the latest.

Project Deliverables

A PDF copy of the 30, 60, and 90 percent review documents shall be provided to the City. The City will be allowed one (1) week for each review. A hard copy, and a PDF copy of the 100 percent final documents shall be provided to the City. Consultant will be responsible to coordinate reviews with other relevant agencies as needed.

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 2021 or later), or the necessary licensed software must be provided. All necessary permits and approvals shall be obtained by Consultant and be submitted with the final documents to the City. Permit fees will be paid by the City.

All design files, calculations, studies, reports, and other relevant documents will be provided to the City as part of the final submittals. 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 mass storage device to allow for easy reproduction of the bidding documents. Additional copies for the necessary state agencies shall also be provided.

Proposal Requirements

- Each proposal must include the following: Qualifications of firm proposing on the project including at least three specific similar sample projects. Each project listed must include the following information:
 - Key Personnel 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. Proposed individuals are required to be part of the project team. Substitutions must be approved in writing by the City. 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.
- Schedule highlighting key objectives, milestones, interaction between tasks with the appropriate lead and lag times, and areas requiring input from the City.
- Schedule of proposed fees to complete Phases I and II of the project. Staff tasks and hours for each task should be detailed. Fees should be submitted in a separate sealed envelope.
- Appendix A: Resumes of project staff, not to exceed two pages per individual, in alphabetical order. (Resumes are not included in page count.)
- Appendix B: Proof of ability to comply with required insurances (not included in page count). The insurance requirements are included as Exhibit B to this Request for Qualifications.
- Appendix C: Acceptance of or requested changes to the Standard Professional Services Agreement included as Exhibit C (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. (Not included in page count.)

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 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 five (5) pages in length (not including the Appendix). Additionally, no more than one of the 5 pages may exceed standard letter size (8.5 x 11) with a maximum page size of 11 x 17. Font shall be no smaller than 11 pt. A

single page cover letter may be submitted at the discretion of the proposing firm (cover letter will not be included in maximum page count). Tabs not containing additional text are allowed and will not be included in page count.

Submittal Requirements

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.

One (1) PDF copy of the technical proposal shall be submitted to the City by 11:00 a.m. on April 16, 2024 to Lori Mathys at lori.mathys@loganutah.org or delivered in care of Lori Mathys, Purchasing Agent, 290 North 100 West, Logan, Utah 84321. Questions pertaining to insurance and/or submittal requirements of this Request for Qualifications shall be directed to Lori Mathys at lori.mathys@loganutah.org.

Questions pertaining to this Request for Proposals shall be directed to Sam Odd at samuel.odd@loganutah.org. All questions pertaining to this Request for Proposal shall be submitted in writing before 3:00 pm on April 10, 2024. A list of questions and answers will be kept on the Logan City website. A shape file of Logan City's existing GIS data is available upon request. Please contact Sam Odd before April 10, 2024, for a copy.

No meetings with City staff and a Consultant will be scheduled to discuss the project after the RFP is published.

Evaluation of Proposals and Selection of Consultant

The City will review and evaluate all proposals and select the Consultant that best demonstrates an ability to successfully complete the project as described in this RFP. The written proposals will be evaluated based on the following criteria: Schedule, Firm Experience, Key Personnel and Qualifications, and Fees for Phase I and II.

The successful Consultant will be selected in accordance with the City's procurement policy. The City reserves the right to award all or a portion of this project to the selected Consultant. If after a review of the written proposal a Consultant cannot be chosen, the City reserves the right to follow up with written questions.

The City reserves the right to assess a penalty and/or terminate the contract with a Consultant that changes Key Personnel without prior approval by the City.

Exhibit A: Masterplans and Reference Documents

Transportation Masterplan Web Address:

https://www.loganutah.org/government/departments/public_works/engineering/master_plan_and_studies.php#outer-11105

Bike and Ped Masterplan Web Address:

https://www.loganutah.org/government/departments/community_development/projects_and_plans.php#outer-2824

CMPO Masterplan Web Address:

<https://cacheut.maps.arcgis.com/apps/MapSeries/index.html?appid=a75dafe3ced64dad84421b75afebd4c9>

Exhibit B

CITY OF LOGAN INSURANCE AND BOND REQUIREMENTS

FOR: Design Services for Intersection Improvements at 1250 North 200 East

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. 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.

D. 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.

E. 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.

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 C

CITY OF LOGAN
Standard Contract Terms and Conditions for Professional Services

Project: Design Services for
Intersection Improvements at 1250 North 200 East

- 1. PARTIES:** This Standard Contract Terms and Conditions for Professional Services (“Agreement” or “Contract”) is made and entered into as of the _____ day of _____ 2024, by and between the City of Logan, a Utah municipal corporation, hereinafter referred to as the “CITY”, and _____, hereinafter referred to as “CONSULTANT”.
- 2. CONTRACT DOCUMENTS:** This Contract incorporates by reference the Request for Proposal, which includes Insurance and Bond Requirements, dated _____, and the Proposal dated _____.
- 3. AUTHORITY:** This Contract is entered into and authorized by 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:** 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, agents, officers, employees, or representatives 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.

(4) The policies are to contain, or be endorsed to contain, the following provision: Logan City, its officers, officials, employees and volunteers are to be covered as additional insureds.

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:

CONSULTANT:

City of Logan

By: _____

By: _____

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

290 North 100 West

Logan UT 84321

END OF DOCUMENT

EXHIBIT D – CLAIM OF BUSINESS CONFIDENTIALITY

Claim of Business Confidentiality

Design Services for
Intersection Improvements at 1250 North 200 East

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: