



Request for Proposal, Job No. RDW21042

**1300 East Concept Design and Environmental Study  
(CATEX): 2100 South to 3300 South**

FOR THE SALT LAKE CITY TRANSPORTATION AND ENGINEERING  
DIVISIONS

**DEPARTMENT OF COMMUNITY AND NEIGHBORHOODS**

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## PROJECT OVERVIEW

Salt Lake City Corporation (the "City") is soliciting competitive sealed proposals from qualified consultants for the completion of a corridor analysis, public engagement, recommendations for improvements and environmental study on 1300 East from 2100 South to 3300 South. 1300 East is a City arterial street that connects the Sugar House Central Business District, I-80, Brickyard, and Millcreek's new City Center. Salt Lake City has received federal funding to reconstruct this roadway in 2024. This project will evaluate alternatives, develop concepts, engage the public, businesses, and project stakeholders, and complete an Environmental Study. It is expected that the Environmental Study will be a Categorical Exclusion (CATEX). It is also expected that the Concept Design and Environmental Study will be completed towards the end of 2022 and that the Final Design will begin in fall/winter of 2022 with construction in 2024.

1300 East is currently under evaluation as part of the [Local Link Study](#), which is scheduled to reach its conclusion in June 2021. The 1300 East Concept Study should incorporate the recommendations from the Local Link Circulation Study, which includes development of active transportation facilities. It is anticipated that the Concept Design will incorporate the Local Link branding and logo. The project should also evaluate potential alternative intersection configurations for the intersection at 1300 East / Highland Drive and surrounding signals.

Given the scope of the project and funding commitments, the project will not implement the transit recommendations from the Local Link study, but the concept development and design should consider the future needs of this corridor as much as is feasible. The transit elements will be constructed at some point in the future when funding is available to do so, however the roadway infrastructure has degraded to a point where reconstruction is necessary now.

The selected consultant's work should evaluate existing conditions data that has already been collected by the Local Link study; collect and synthesize public input; recommend how to implement the bicycle, and pedestrian improvements as identified by the Local Link study; complete conceptual / preliminary designs; select a preferred alternative; engage the public, businesses, and project stakeholders, and complete an environmental study (CATEX).

# INSTRUCTIONS TO PROPOSERS

## PROPOSAL SUBMISSION

Submission Deadline: 2:00 PM, Wednesday July 7, 2021

Proposals received after this deadline will not be considered. Please do not include all pages of this RFP document with your response. Include only the response sections described below:

## PROPOSAL CONTENT

- Submit all required information as outlined in the Proposal Content & Evaluation Criteria (Attachment 2).
- Sign and return the Proposal Response Cover Sheet (Attachment 3) and Ethical Standards Disclosure Form (Attachment 4).

### **I. REGISTER FOR NOTIFICATION RFP ADDENDA and ELECTRONIC SUBMISSION**

It is the bidder's/offeror's responsibility to register for notification to receive any changes, corrections, question/answer documents, and addendums issued for RFB (bid) or RFP (proposal) documents. Registration is also required for electronic submission.

Bidder/offeror must complete a one-time registration by providing their company information through the Utah Supplier Portal (SciQuest). Click this link: <http://www.bidsync.com/SupplierLogin/JoinSciQuestSupplierNetwork> or go to <https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>.

Once registered the bidder/offeror may go to this link: [Utah Public Procurement Place \(UPPP\)](https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah) or <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>, to search and select any Bid or RFP project listed, log-in, download the project documents, ask questions, confirm an intent to respond, and respond to solicitations published there.

Upload your response documents as described above to the Utah Public Procurement Place website. Proposal must be uploaded and the electronic submission completed by the time and date specified. Responses through the UPPP website require uploading of electronic attachments. The UPPP site will accept a variety of document types such as Word, Excel, and PDF attachments but not all. You SHALL NOT submit documents that are embedded (zip files), movies, wmp and mp3 files or password protected files, etc. After uploading your response file, offerors SHALL go to "Review and Submit" and click "SUBMIT RESPONSE" to complete the process. Allow sufficient time to complete your initial registration, any online forms and upload documents.

### **II. QUESTIONS AND CLARIFICATION**

If offerors have questions, need clarification of provisions, or think the City has omitted anything from this Request for Proposal (RFP) that is necessary to a clear understanding of the work, or

should it appear that various instructions are in conflict, then the offeror shall submit questions through SciQuest.

The City's designated contact person for questions or additional information concerning the services specified in this RFP, or for additional information concerning Request for Proposal procedures and regulations (i.e., submission deadline, forms required, etc.), or Americans with Disabilities (ADA) accommodations, is Dan Hanover in the Engineering Division: telephone (801) 535-6237; e-mail [daniel.hanover@slcgov.com](mailto:daniel.hanover@slcgov.com).

No interpretation of the meaning of any provision in this RFP, nor correction of any apparent ambiguity, inconsistency, error, or any other matter pertaining to this RFP shall be made to the offeror orally. All questions requesting clarification or interpretation of any section or sections of this RFP must be submitted online through the Utah Public Procurement Place (UPPP) website prior to **5:00 PM, Wednesday, June 30, 2021**

Questions received after the date above may not be considered or receive a response. If questions prompt the need for changes to the RFP document(s), the City will issue a written addendum. Any Q & A information and/or written addendums issued by the City shall be available for interested offerors to view or download through the UPPP website within three (3) working days following the above referenced deadline.

Offerors or their agents are instructed not to contact selection committee members, City official or employees, or attempt to externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the Agreement resulting from this solicitation. City, in its sole discretion, may disqualify offerors who violate this Paragraph.

### **III. PREPARATION OF PROPOSALS**

- A. Failure to Read. Failure to read the Request for Proposal and these instructions will be at the offeror's own risk.
- B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

### **IV. SELECTION PROCEDURE**

- A. Select from Proposals. After the closing date, the City will analyze the proposals and may select directly from the information provided through the RFP process. In this case, interviews will not be scheduled.
- B. Short List and Interviews. If the City is unable to decide, or would like the opportunity to discuss with offerors, the City will:
  - establish a "short list" of RFP respondents with the best initial ranking;
  - conduct oral interviews to discuss the respondents;

- and, make a selection informed by a combination of the RFP response and interview.
- C. Discussions with Offerors. The City reserves the right to enter into discussions with the offeror(s) selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.
- D. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- E. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- F. Rejection of Proposals.
- The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technical defect in proposals received when in the best interest of the City.
  - No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City upon a debt or contract or that is in default, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

## **ATTACHMENT 1 – DRAFT SCOPE OF WORK**

### **1300 East Concept Design and Environmental Study (CATEX): 2100 South to 3300 South**

#### **RESPONSIBILITIES OF CONSULTANT**

The following scope includes tasks, number of meetings, engagement strategies, etc., that reflect the City’s perspective on a process that will ultimately position the 1300 East Reconstruction Project to advance through final design and construction. Final design will be selected through a separate, future process. Respondents are encouraged to propose innovative, progressive, and equitable methods to accomplish the goals of the City and the communities served by this project. The consultant scope and budget will be finalized following selection.

#### **TASK 1: PROJECT MANAGEMENT AND INITIATION**

The consultant will finalize the project approach, scope, and schedule with the Salt Lake City project manager prior to final contracting. This process will include developing an on-going project coordination plan to monitor progress, schedule and facilitate meetings, and ensure that the Study is completed within an efficient and realistic project schedule. In order to meet the planned reconstruction schedule, substantial completion of the planning phase is needed by End of Year 2022. Final design should be completed by End of Year 2023.

##### **Deliverables & Meetings:**

- Final scope/schedule
- Public engagement plan
- Two kick-off meetings (Core Project Team and TAC)
- Agendas/ minutes for all meetings
- Monthly invoicing and progress reports
- Coordination and oversight of sub-consultants

It is anticipated that Salt Lake City will provide a single project manager from Transportation through completion of the Concept design.

#### **TASK 2: COMMUNITY AND STAKEHOLDER ENGAGEMENT**

This task should leverage the community and stakeholder engagement that was completed in the Local Link study, and continue to engage the public throughout concept development and the environmental study.

Please note that this task will last the duration of the project, but will consist of different major phases which include:

- Evaluation of community input received during the Local Link study with the goal of helping the design team understand the input already received
- Engagement of stakeholders and public during Concept Development and Selection with the goal of gaining feedback from the public on the concept design as proposed.



- Engagement of stakeholders and public as needed to complete the Environmental study.

Most direct one-on-one outreach will be handled by city staff with materials provided by the consultant, as below.

### **Public Input Opportunities**

- Online:
  - Help develop and regularly update a project webpage
  - Develop up to two online questionnaires seeking feedback on the alternative concepts
  - Develop social media blast materials to be disseminated by Salt Lake City through social media posts
  - Develop materials for Facebook Live events to be hosted by SLCTV.
- In-Person:
  - One-page, visually oriented outreach materials to be disseminated by Salt Lake City staff along the corridor.
  - On-street outreach such as yard-signs, bus stop/shelter information, and/or street banners, preferably with long-duration information for use throughout the study and possibly into construction.
  - Community Council presentation materials. City Staff will facilitate presentations - consultant is expected to create project materials.
  - Public Hearing for Environmental Study

Please note that additional in-person outreach (like. pop-up events and farmers market) may be required if COVID-19 restrictions allow these in the future. Proposers should demonstrate flexibility that maximizes civic engagement as appropriate under the prevailing government health officials and City policies.

### **Team Organization**

The **Core Project Team** will help guide the project and provide substantial technical input on the final project deliverables. This group, consisting primarily of City staff, will meet regularly throughout the project and may convene via web-conferencing or in-person if allowed by city and state regulations.

The **Technical Advisory Committee (TAC)** will focus on the technical, constructible, and operational feasibility of the transportation elements of the project. This group will be established based on recommendations from the Core Project Team, but may include representatives from UDOT, UTA, WFRC, Salt Lake County, and various City departments such as Economic Development / RDA, Planning, Urban Forestry, Fire Department, Traffic Signal Operations, Public Utilities, Streets, Public Service and Civic Engagement, created and organized by the consultant team with consultation from city staff.

A **Stakeholder Committee** will also be established to meet periodically throughout the project to provide input and ensure knowledge of the planning process and subsequent reconstruction. Meeting agendas should be designed to be interactive, with straw polls, mapping activities, and other opportunities for direct input and questions from stakeholders. Stakeholders may include representatives from the Sugar House Community Council leadership, Sugar House Chamber, the development community, Westminster, key

area employers, GREENbike, and landowners , created and organized by the consultant team with consultation from city staff.

Additional participation will be sought on specific technical aspects that do not necessitate involvement in all TAC meetings, including from SLC Arts Council, SLC Sugar House Business District maintenance, and police departments with SLC and UTA.

#### Deliverables & Meetings:

- Finalize Community Engagement Plan, including the following or similar elements:
  - Web page content
  - Mailers to businesses/residents along corridor
  - Two (2) online questionnaires (administered by SLC)
  - Community conversation strategies on project corridor
  - Outreach “one-pagers” for one-on-one meetings and business owner engagement
  - On-street signs and banners
- Monthly (9) Core Project Team meetings
- Up to eight (8) Stakeholder Committee meetings
- Up to eight (8) Technical Advisory Committee meetings
- Up to three (3) meetings with elected and appointed officials
- A graphic summary of Guiding Principles/Project Goals that will inform concept development and design.

### **TASK 3: EXISTING CONDITIONS ANALYSIS**

Collect and analyze data to supplement the data that was already collected for the Local Link study. Information that will be provided by the City to the consultant team includes:

- Summary of data and analysis from Local Link Study. Draft currently available here: <https://storymaps.arcgis.com/stories/6892ad264fe44389bba59b3475fb6e6f>
- Peak Hour Traffic volumes at each signalized intersection
- 2020 and near-term VISSIM models (AM & PM peak) that were prepared in advance of the Local Link study
- Draft Complete Streets Checklists (to be finalized by consultant team)
- Transit ridership data including boardings/alightings at stops. Transit Operations Analysis should consider planned changes as identified in Local Link study, but it is not anticipated that this project will implement all the transit improvements identified at this time.
- Recent 24-hour counts for motor vehicles and bicyclists. Vehicle speed data.
- Existing travel lanes and speed limits. Signal timing information, as needed.
- On-street parking designations and restrictions.
- Estimate of on-street parking utilization, primarily focused on geographic location of occupied stalls during key times of a typical day.
- Crash data for at least the past three years, along with analysis of significant injury crashes and all crashes involving cyclists, pedestrians, and buses.

The consultant will lead efforts to determine the following information:

- Perform topographical survey of existing features in project area and establish base mapping in the latest version of AutoCAD.
- Existing right-of-way information, to identify existing easements, etc.
- Coordinate with SLC Flood Control to procure information on drainage (creek flows, canals, storm drainage systems, and any available drainage studies).
- Coordinate with Millcreek on a storm drain and other utilities crossing the ROW
- Watershed studies or requirements as identified in Task 6.
- Preliminary utility coordination. Identify all utility companies and summarize existing facilities within the project limits.

Deliverables:

- Existing Conditions Summary
- Opportunities and constraints maps and analyses
- Survey and digital base mapping to support concept development and preliminary design. Identify existing curb/gutter, driveways, sidewalks, bus shelters/pads, traffic signal equipment, grading, roadway striping, visible surface utilities, and drainage inlets (with invert elevations). Digital base mapping shall be in accordance with Salt Lake City CADD Standards as published by Salt Lake City Corporation, Department of Community and Neighborhoods, Engineering Division;
- Utility contact list, drawings of subsurface utilities (Level D).

**TASK 4: INITIAL DESIGN CONCEPT**

Building on previous tasks and the work completed through the Local Link study, the consultant will utilize the initial design concepts for the study corridor as identified below:

- 1300 East: 2100 South to I-80 - Minor changes to lane configurations to reoptimize traffic flow, no widening is anticipated in this area. Sidewalk widths in this area should be evaluated, and may need to be adjusted or widened as needed.
- 1300 East: I-80 to Stratford Avenue - Develop a two-way bike facility above curb on the east side of 1300 East. Develop a more effective crossing at Stratford Avenue for people who walk and ride bikes.
- 1300 East: Stratford Avenue to Highland Drive - Integrate biking into the frontage road on the west side of 1300 East.
- Highland Drive / 1300 East intersection - A traffic analysis and concept development effort should be completed at this location to identify if there are alternative intersection designs that could address the challenges roadway users (walking, biking, transit and automobile) face at this difficult intersection.
- Richmond Street / 1300 East - Highland Drive to 3300 South – develop on-street bike lanes.

These ideas should incorporate recommendations from current plans as well as features and amenities that will promote the Guiding Principles as identified by the Local Link study, Sugar House Master Plan and Salt Lake City Street Typologies Guide. It is expected that this concept will be further refined through this

process. These will be discussed and revised following meetings with the Core Project Team, Technical Advisory Committee, and eventually the Stakeholder Committee. This concept should be further refined and include order-of-magnitude cost estimates for the corridor reconstruction.

Deliverables & Meetings:

- Further refined details of this initial concept
- Materials to support the Civic Engagement as outlined in Task 2.
- Order-of-magnitude cost estimates for each alternative, including a preliminary estimate of annual maintenance costs.

**TASK 5: PRELIMINARY ENGINEERING**

In consultation with the Core Project Team and Technical Advisory Committee, and based on input received through outreach and Stakeholder engagement, make the final determination of the preferred design, including:

- A. Develop roadway design to 40% and provide roadway reconstruction cost estimates and annual maintenance estimates for the 1300 East corridor (2100 S to 3300 S), including all roadway, transit, biking, pedestrian, and mobility hub amenities supporting utility infrastructure, landscaping, and related signal control.
- B. Identify potential utility conflicts through coordination with utility owners, and facilitate solutions as needed.
- C. Identify potential right-of-way impacts, specifically addressing the needs at corners for ADA ramps.
- D. Provide cost estimates, identification of issues that will need resolution during final design, and visualizations / renderings to support communication with stakeholders and media.
- E. Develop a final study document that summarizes the project development process that (1) serves the City and other stakeholders as a basis for funding applications and scheduling, (2) communicates the findings clearly and concisely to the public, and (3) allows future phases of this project to understand and immediately build upon its recommendations.

Deliverables:

- 40% roadway design in CAD and PDF format
  - Typical sections
  - Horizontal control sheets
  - Roadway and Striping Plan Sheet
- Preliminary (10%) drainage and utility plans in CAD and PDF format
- Cost estimates for roadway reconstruction
- Annual maintenance cost estimates comparing the existing configuration to the proposed configuration
- Package of all data, infographics, and maps compiled or created for the Study
- Final study summary

## **TASK 6: ENVIRONMENTAL STUDY**

It is assumed that the environmental study for this project will result in a Categorical Exclusion that is consistent with UDOT standards and practices. The scope will include but may not be limited to:

- Coordinate with the UDOT Region 2 Environmental Engineer
- Cultural Study
- Biological Study
- Wetlands and water investigation
- Public Involvement (please list these efforts in Task 2)

## ATTACHMENT 2 - PROPOSAL CONTENT & EVALUATION CRITERIA

### 1300 East Concept Design and Environmental Study (CATEX): 2100 South to 3300 South

#### INSTRUCTIONS:

Proposals should be clear, concise, and should provide the Selection Team with an understanding of the Consultant's and Sub-consultants' abilities to undertake and complete the proposed project in a thorough and timely manner.

Proposals shall not exceed ten (10) pages in length and generally follow the proposal criteria and suggested organization:

- **Section I:** Team Experience, Relevant Work, and Local Knowledge  
Approximately five (5) pages
- **Section II:** Project Understanding, Project Approach, Schedule  
Approximately five (5) pages

Suggested page limits for individual sections are listed above, however proposers are allowed to use discretion in formatting content to meet the intent of the RFP. Total page limit excludes covers, cover letter (limited to one page), section separators with less than 20 words, and full-page photos. Minimum font size is 11 point.

#### **I. TEAM EXPERIENCE, RELEVANT WORK, LOCAL KNOWLEDGE**

- A. A statement of the firm's experience and qualifications to meet the requirements of the RFP and project goals. Include a general overview of your company, relevant project experiences, and location of the office leading the project effort.
- B. Identify the project manager and his/her qualifications, demonstrated ability to lead similar projects, and any unique characteristics that make this individual a good fit for the leadership role.

Identify proposed key staff members who would be involved in providing the services requested herein and submit statements or resumes detailing their qualifications. Your proposal should include descriptions of their involvement with projects of similar scopes.

If applicable, identify any of the work that you intend to subcontract to others and identify the proposed subcontractors including names, specific assignments, and the qualifications of the subcontracting firm and its key personnel.

## **II. PROJECT UNDERSTANDING, PROJECT APPROACH, SCHEDULE**

- A. **Project Understanding**: Provide a statement of your understanding of the project, intended outcome, and relationship to subsequent phases (e.g. final design, implementation).
- B. **Project Approach and Schedule**: Provide an approach that demonstrates an understanding of the tasks described in the Draft Scope of Work (Attachment 1). The Draft Scope of Work provided in this RFP includes tasks, engagement strategies, etc., that provide a baseline project approach. Respondents are encouraged to propose innovative methods to accomplish the goals of the City and the communities served by this project.

**The City's approximate available budget is \$150,000 - \$200,000.** Please develop an approach that is in line with this planned budget.

Provide a schedule for completing the work that demonstrates understanding of task sequence. City evaluators will consider how well the schedule is consistent with the approach described in the project proposal.

## **III. OTHER REQUIRED INFORMATION & MATERIALS**

The following elements do not count towards page maximum.

- A. **Exceptions**: If you have any exceptions to any of the terms or conditions of the Agreement (Attachment 5) and General Terms (Attachment 6) they must be identified and included. Include a response stating whether you have, or have not, included any exceptions. Exceptions may be submitted separately and do not count towards page maximum.
- B. **Interest in sustainability, recycling, and other environmental matters**: The City has an interest in doing business with suppliers that have implemented formal sustainability plans and have operations with minimal adverse impact on the environment. Please state whether your firm has a formal sustainability plan, program or policy and, if so, please attach a copy to your proposal.
- C. Sign and return the Proposal Response Cover Sheet (Attachment 3) and Ethical Standards Disclosure Form (Attachment 4).

**IV. EVALUATION CRITERIA**

The Consultant evaluation and selection will be based on the following required elements of the submittal. Scoring will be based on 100 points with each element weighted as shown below:

- Team experience, relevant work and local knowledge (50%)
- Proposed work plan and schedule (50%)

<b>Sample RFP Evaluation Form</b>				
1300 East Concept Design and Environmental Study: 2100 South to 3300 South				
	Team A	Team B	Team C	Team D
Acknowledge if Agreement and General Terms are acceptable, or included requested exceptions (Yes or No)				
Statement regarding sustainability policy (Yes or No)				
Signed Proposal Response Cover Sheet (Yes or No)				
Signed Ethical Standards Disclosure Form (Yes or No)				
Section 1: Team Experience, Relevant Work, Local Knowledge (50 points max)				
Section 2: Project Understanding, Project Approach, Schedule (50 points max)				
<b>Total (100 Points Max)</b>				



**ATTACHMENT 3 – PROPOSAL RESPONSE COVER SHEET**

**1300 East Concept Design and Environmental Study  
(CATEX): 2100 South to 3300 South**

Include a signed copy of this disclosure in the RFP submittal; it is not included in page count.

The undersigned, having carefully read and considered the Request for Proposal to provide a **1300 EAST CONCEPT DESIGN AND ENVIRONMENTAL STUDY: 2100 SOUTH TO 3300 SOUTH** for the Transportation and Engineering Divisions, does hereby offer to perform such services on behalf of the City in the manner described and subject to the terms and conditions set forth in the attached proposal.

**OFFEROR**

Company Name: \_\_\_\_\_

Doing business as:  an individual  a partnership  a corporation  a limited liability company (mark appropriate box), duly organized under the laws of the State of \_\_\_\_\_.

BY: \_\_\_\_\_  
(Signature of authorized representative) (Please Print or Type Name)

**PRINCIPAL OFFICE ADDRESS:**

Street Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

Email Address \_\_\_\_\_

## ATTACHMENT 4 – ETHICAL STANDARDS DISCLOSURE

SALT LAKE CITY ENGINEERING DIVISION DOCUMENT 00410: ETHICAL STANDARDS

Include a signed copy of this disclosure in the RFP submittal; it is not included in page count.

Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. CONSULTANT represents it he has not:

- Provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity.
- Retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business.
- Knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or
- Knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **ATTACHMENT 5 –PROFESSIONAL SERVICES AGREEMENT**

Note: The selected offeror shall be required to enter into a written agreement using this Agreement. Offerors are advised to read thoroughly the Agreement and associated General Terms (Attachment 6) as the selected offeror will be required to comply with its requirements. Offerors should include any request for modifications to terms in the RFP response; it is not included in page count.

### **SALT LAKE CITY ENGINEERING DIVISION DOCUMENT 00500: PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into as of [date] between SALT LAKE CITY CORPORATION, a Utah municipal corporation (the "City"), and [name], a [state where organized and type of entity], of [address] ("CONSULTANT").

#### **RECITALS**

WHEREAS, the City and CONSULTANT desire to enter into an agreement for CONSULTANT to provide services for to provide a study that addresses mobility, safety, and cycling improvements on 1300 East.

NOW, THEREFORE, in consideration of the foregoing recitals and the following mutual promises and considerations, the parties agree to the following:

#### **TERMS**

##### **I. CONSULTANT SERVICES**

###### **1.1 WORK**

- A. CONSULTANT shall perform the services specified in the Scope of Work for Job No. [REF] including the General Conditions (Document 00700, included as Attachment 6).

###### **1.2 CONSULTANT REPRESENTATIVE**

- A. CONSULTANT has designated [name, title, address and phone number] as CONSULTANT's representative who shall have authority to act on behalf of CONSULTANT. CONSULTANT shall not change the representative without at least seven (7) days prior written notice to the City. Any replacement for CONSULTANT's representative shall be at least as qualified for the work as the person being replaced and must be approved by the City.

###### **1.3 COMMENCEMENT OF WORK**

- A. The work of CONSULTANT shall begin on the date of execution of this Agreement and after a Notice to Proceed is issued for any specific work project.

##### **II. TERM**

###### **1.4 TERM**

- A. Work will commence on the date of this AGREEMENT and continuing for no more than twelve (12) months. The City shall have the right to extend this AGREEMENT for an additional term of up to six (6) months.

1.5 CITY FUNDING

- A. CONSULTANT acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City's securing funding for CONSULTANT's work.

1.6 NON-EXCLUSIVITY

- A. CONSULTANT acknowledges that the City has or may hire other consultants to perform work similar to that which is within CONSULTANT's scope of work under this Agreement. CONSULTANT further acknowledges that this Agreement is not a guarantee of the assignment of any work and that the City, in its sole discretion may assign work to various consultants.

1.7 COMPENSATION

- A. Scope and fee to be included in final agreement.

1.8 CITY'S RESPONSIBILITY

- A. City's Program for the Work. The City shall provide to CONSULTANT full information regarding the City's requirements for any specific work project.
- B. City's Project Manager. The City has designated Lynn Jacobs, PE. PTOE, or his designee as City's Representative, who shall have authority to act in the City's behalf with respect to any specific work project.
- C. City's Performance. The City shall examine documents submitted by CONSULTANT, furnish required information and services, and render approvals and decisions promptly so as to avoid unreasonable delay in the progress of CONSULTANT's services.

1.9 ASSIGNMENT

- A. This Agreement shall not be assigned by either party without the prior written consent of the other.

1.10 NOTICES

- A. Regular Notices. Notices to the City provided for herein shall be sufficient if sent by certified mail, postage prepaid, or overnight delivery service for which a delivery receipt is required, addressed to:

Matthew Cassel, P.E.  
Salt Lake City Engineering  
349 South 200 East, Suite 100  
P.O. Box 145506  
Salt Lake City, UT 84114-5506  
Phone: (801) 535-6140

With copies to:  
City Attorney  
451 South State Street, Room 505A  
P.O. Box 145478  
Salt Lake City, UT 84114-5478

Notices to CONSULTANT provided for herein shall be sufficient if sent by certified mail, postage prepaid, or overnight delivery service for which a delivery receipt is required, addressed to:

[Fill in Consultant's Contact Information]

- B. Effectiveness of Notice. Notices sent by certified mail or overnight delivery as provided in subparagraph "A" above shall be effective on the date on which such notice was sent.
- C. Saturdays, Sundays and Legal Holidays. If the time for response to any notice expires on Saturday, Sunday or a legal holiday in the state of Utah, the time shall be extended to 5:00 p.m. local time on the next business day.

#### 1.11 NO THIRD-PARTY BENEFICIARIES

- A. CONSULTANT assumes no duty or responsibility under this Agreement which may be construed as being for the benefit of or enforceable by any contractor, subcontractor, sub-subcontractor, or any of their surety companies or any other third party. CONSULTANT's obligations are solely to the City. This Agreement confers no third-party rights whatsoever.

#### 1.12 CAPITALIZED TERMS

- A. Terms capitalized in this Agreement which are defined in this Agreement shall have the meaning specified in this Agreement. Other terms are capitalized solely for convenient reference.

#### 1.13 GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT

- A. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended, or its successor, and Chapter 2.64, Salt Lake City Code (entitled "City Records"), or its successor (collectively, "GRAMA"). All materials submitted by CONSULTANT pursuant to this Agreement are subject to disclosure based on business confidentiality unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with CONSULTANT. Any materials for which CONSULTANT claims a privilege from disclosure based on business confidentiality shall be submitted marked as "Confidential - business confidentiality" and accompanied by a concise statement from CONSULTANT of reason supporting CONSULTANT's claim of business confidentiality. The City will make reasonable efforts to notify CONSULTANT of any requests made for disclosure of documents submitted under a claim of confidentiality. CONSULTANT may, at CONSULTANT's sole expense, take any appropriate actions to prevent disclosure of such material. CONSULTANT specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

1.14 REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES

- A. CONSULTANT represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

1.15 COMPLETE AGREEMENT

- A. This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior negotiations, representations or agreements either written or oral, and cannot be altered, amended or modified except in a writing signed by both parties.
- B. CONSULTANT's specific terms and conditions if any, that may be attached to a specific work proposal from CONSULTANT in response to a request from the City for a work project proposal shall not be part of the contract. This Agreement and the General Conditions herein shall govern.

1.16 GOVERNING LAW AND VENUE

- A. This Agreement shall be governed by the laws of the state of Utah, and venue shall be in Salt Lake County, Utah.

1.17 COMPLIANCE WITH LAW AND REGULATIONS; UTAH IMMIGRATION ACCOUNTABILITY AND ENFORCEMENT ACT

- A. CONSULTANT shall obey all federal, state, county, and municipal laws, ordinances, regulations, and rules applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), and the Utah Immigration Accountability and Enforcement Act (Utah Code Title 63G, Chapter 12). Any violation of applicable laws shall constitute a breach of this Agreement and CONSULTANT will be required to hold the City harmless from any and all liabilities arising out of or in connection with said violations including any attorney's fees and costs incurred by the City as a result of such violation.
- B. CONSULTANT represents that it has registered with and is participating in the Status Verification System under the Utah Immigration Accountability and Enforcement Act (Utah Code Title 63G, Chapter 12), to verify the work eligibility status of CONSULTANT'S new employees that are employed in Utah. In addition, CONSULTANT represents that each consultant or subconsultant who is working under or for CONSULTANT has certified to

CONSULTANT by affidavit that such consultant or subconsultant has verified through the Status Verification System the employment status of each new employee of such respective consultant or subconsultant.

\*\*\*\*\*

(Signature page follows)

The parties are signing this Agreement as of the date stated in the introductory clause.

SALT LAKE CITY CORPORATION

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Recordation Date

APPROVED AS TO FORM  
Salt Lake City Attorney's Office

Date \_\_\_\_\_

Sign \_\_\_\_\_  
Senior City Attorney

Ø

By \_\_\_\_\_

Title \_\_\_\_\_

**ACKNOWLEDGMENT**

State of \_\_\_\_\_ )

:ss

County of \_\_\_\_\_ )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, the  
*(Name of person signing Agreement)*  
\_\_\_\_\_ of \_\_\_\_\_, a (state) (type of entity).  
*(Title of person signing Agreement)* *(Name of Company)*

\_\_\_\_\_  
NOTARY PUBLIC, residing in

\_\_\_\_\_ County

My Commission Expires: \_\_\_\_\_



# **ATTACHMENT 6 – GENERAL CONDITIONS**

SALT LAKE CITY ENGINEERING DIVISION DOCUMENT 00700: GENERAL CONDITIONS

## **I. GENERAL**

### **1.1 INTRODUCTION**

- A. Wherever used in these General Conditions or in other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof.
- B. CONSULTANT: A corporation, partnership, limited liability company, individual or joint venture that complies with applicable Utah state statutes.

### **1.2 SAFETY**

- A. CONSULTANT shall take all necessary safety precautions and comply with all applicable provisions of federal, state of Utah and municipal safety laws and building codes to prevent accidents or injury to its employees, agents or subconsultants and to protect other persons on, about or adjacent to the premises where CONSULTANT's work is being performed from any accidents or injuries caused by CONSULTANT, its agents or subconsultants. This safety requirement shall not relieve any contractor performing work on a specific project from complying with the safety requirements of its contract, nor shall it make CONSULTANT responsible for the contractor's compliance with the safety requirements. The City's Representative or designee may stop CONSULTANT's work if safety laws or safe work practices are not being observed.

### **1.3 DAMAGE TO PROPERTY**

- A. CONSULTANT shall be responsible for any and all damage to property belonging to the City and the City's tenants to the extent it is caused by an act or omission of CONSULTANT, its agents or employees. CONSULTANT shall be responsible for repairing any damaged property and shall pay the costs, therefore.

### **1.4 LICENSES**

- A. CONSULTANT shall possess and keep current all state and local licenses required for the services to be performed by it pursuant to this Agreement.

### **1.5 INDEPENDENT CONTRACTOR**

- A. CONSULTANT is an independent contractor and not an employee of the City. Except as specifically provided in this Agreement, CONSULTANT has no authority to act on behalf of the City.

## **II. SERVICE STANDARDS AND QUALITY ASSURANCE**

### **2.1 CONFORMANCE TO LAWS**

CONSULTANT shall be knowledgeable of and CONSULTANT's work product for any specific work project shall conform to, all applicable federal, state of Utah, City and other local laws, regulations and ordinances. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, Family Medical Leave Act and Utah Immigration Accountability and Enforcement

Act (Utah Code Title 63G, Chapter 12). Any violation of applicable laws shall constitute a breach of the Professional Services Agreement and CONSULTANT will be required to hold the City harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by the City as a result of such violation.

## 2.2 QUALITY ASSURANCE

A. CONSULTANT shall be solely responsible to the City for the quality of all services performed by CONSULTANT or any of its consultants under this Agreement. All services furnished by CONSULTANT or any of its consultants shall be performed in accordance with their best professional judgment and skill, in a timely manner, and shall be fit and suitable for the purposes intended by the City. The foregoing standard shall not be construed, and is not intended, to require CONSULTANT to exercise professional skill greater than, or to utilize techniques more advanced than, such as are now generally exercised and utilized by major firms in the United States in the same business as CONSULTANT.

## 2.3 REASONABLE COMPLIANCE WITH AND IDENTIFICATION OF APPLICABLE SERVICE STANDARDS

1. Listing of standards in this section does not relieve CONSULTANT from complying with all applicable standards whether or not listed here. CONSULTANT's work shall comply with:
  1. Salt Lake City's Community and Neighborhood Civic Engagement Guide;
  2. The Americans with Disabilities Act;
  3. Manual of Standard Specifications (Current Edition) as published by the Utah Chapter of the American Public Works Association;
  4. Salt Lake City CADD Standards as published by Salt Lake City Corporation, Department of Community and Economic Development, Engineering Division;
  5. All applicable building codes, laws or regulations; and
  6. All other applicable standards and regulations.

## 2.4 COST MINIMIZATION

A. CONSULTANT's work shall at all times incorporate such designs and practices as are reasonably practicable to minimize the City's cost for any specific work project and any ongoing cost of maintenance or operation.

# III. CONTRACT DOCUMENTS

## 3.1 CITY OWNERSHIP OF DOCUMENTS

A. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT its employees and Consultants shall be the sole and exclusive property of the City, and the City shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all the foregoing documents shall be delivered

to the City promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to the City's obligation to make final payment to CONSULTANT.

### 3.2 OTHER USES OF DOCUMENTATION.

- A. CONSULTANT is hereby granted an irrevocable, royalty free, worldwide, perpetual license to use, reproduce, copy, distribute, and make derivatives of its work product under this Agreement regardless of whether this Agreement has been terminated, CONSULTANT's scope of services has been modified, or CONSULTANT's services under this Agreement have been completed.
- B. Documents created by CONSULTANT for any specific work project shall be utilized by the City for the specific work project only, and CONSULTANT's liability in connection with their use shall be limited to the use of such documents for the specific work project. To the extent permitted by law, the City shall indemnify CONSULTANT against any claims arising from the use by the City of the foregoing documents on any other project or on any modification to any specific work project after completion unless CONSULTANT is employed by the City for such modification.

### 3.3 INTERNET BID WEBSITE

- A. Documents created by CONSULTANT for any specific work project may be posted by the City on an Internet bid website.

### 3.4 ELECTRONIC MEDIA

- A. Limit Use to Hard Copies. As a component of the services provided under this Agreement, CONSULTANT shall deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of the City. City and its CONSULTANTS, contractors, and subcontractors may only rely on the Hard Copies furnished by CONSULTANT to City. If there is any discrepancy between any Electronic file and the corresponding Hard Copy, the Hard Copy controls.
- B. Acceptance Procedure. City acknowledges that Electronic Files can be altered or modified without CONSULTANT's authorization, can become corrupted, and that errors can occur in the transmission of such Electronic Files. City agrees that it will institute procedures to preserve the integrity of the Electronic Files received from CONSULTANT until acceptance. City further agrees that it will review the Electronic Files immediately upon receipt and conduct acceptance tests within thirty (30) days, after which period City shall be deemed to have accepted the Electronic Files as received. CONSULTANT shall undertake commercially reasonable efforts to correct any errors in the Electronic Files detected within the 30-day acceptance period. CONSULTANT shall not be responsible to maintain the Electronic Files after acceptance by City.
- C. Electronic File Delivery. Files shall be compatible with current City Engineering software. Files that are to be delivered shall be in the following format: AutoCAD.dwg files, .ctb files (color table file) for proper plotting of line weights, all Xref's, images and any other attachments. Files for bidding or construction may be delivered in PDF (Adobe Acrobat) format, compatible with Acrobat 5.0, optimized for fast web view at 600 dpi. Record document (as-built) files shall be AutoCAD files. Technical Specifications shall be Microsoft Word in (CG Times) font.

D. Warranty of Compatibility. CONSULTANT warrants that the Electronic Files will be compatible with, useable and readable by systems used by the City as defined in Salt Lake City CADD Standards.

## IV. INSURANCE

### 4.1 GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES

- A. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the City.
- B. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:
1. Currently rate A- or better by A.M. Best Company;
  - or-
  2. Listed in the United States Treasury Department’s current Listing of Approved Sureties (Department Circular 570), as amended.
- C. CONSULTANT shall furnish certificates of insurance, acceptable to the City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.
- D. In the event any work is subcontracted, CONSULTANT shall require its subconsultant(s) at no cost to the City, to secure and maintain all minimum insurance coverage required of CONSULTANT hereunder.
- E. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing, in a manner approved by the City Attorney, 30 days prior written notice to the City.

### 4.2 REQUIRED INSURANCE POLICIES

- A. CONSULTANT, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:
1. Worker’s compensation and employer’s liability insurance sufficient to cover all of CONSULTANT’s employees pursuant to Utah Law. In the event any work is subcontracted, CONSULTANT shall require its subconsultants similarly to provide worker’s compensation insurance for all of the latter’s employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.
    - a. The City should not be an additional insured for worker’s compensation insurance.
  2. Commercial general liability (CGL) insurance with Salt Lake City Corporation as an additional insured on a primary and non-contributory basis in comparison to all other insurance including City’s own policy or policies of insurance, in the minimum amount of

\$500,000 per occurrence with a \$1,000,000 general aggregate and \$1,000,000.00 products completed operations aggregate. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect the City, Contractor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Contractor's operations under this Agreement, whether performed by Contractor itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products and completed operations.

3. Professional liability insurance in the minimum amount of \$1,000,000 per claim made with a \$1,000,000 annual aggregate limit. The City should not be an additional insured for professional liability insurance.
  4. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles in the minimum amount of a combined single limit of \$1,000,000 per occurrence or \$500,000 liability per person, \$1,000,000 liability per occurrence, and \$250,000 property damage. These limits can be reached either with a commercial automobile liability insurance policy alone, or with a combination of a commercial automobile liability insurance policy and an umbrella insurance policy and/or a commercial automobile liability insurance and an excess insurance policy.
- B. City continuation of coverage. If any of the policies of insurance required from CONSULTANT are cancelled or lapse, the City may at the City's sole discretion, obtain substitute coverage at reasonable rates. The City may deduct the cost of such coverage, plus ten percent (10%) for administrative charges, from any monies owing to CONSULTANT.

#### 4.3 INDEMNIFICATION

- A. CONSULTANT shall indemnify, save harmless and defend the City and its officers and employees from and against all losses, claims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney's fees, to the extent they are caused by CONSULTANT's intentionally wrongful, reckless or negligent acts under this Agreement. CONSULTANT's duty to defend the City shall exist regardless of whether the City or CONSULTANT may ultimately be found to be liable for anyone's negligence or other conduct. If the City's tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT's insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the City, then, in addition to any other remedies the City may have, CONSULTANT shall pay the City's reasonable costs, expenses and attorney's fees incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.

## V. TERMINATIONS AND DISPUTE RESOLUTION

### 5.1 CONVENIENCE TERMINATION BY THE CITY

- A. The City may terminate this Agreement at any time for convenience upon seven (7) calendar days' written notice to CONSULTANT.

### 5.2 TERMINATION FOR CAUSE BY THE CITY

- A. The City may terminate this Agreement for cause if CONSULTANT fails to cure any defect in CONSULTANT's performance of the work under this Agreement within seven (7) calendar days after receiving written notice to cure.

### 5.3 WORK PROJECT TERMINATION

- A. The City may terminate CONSULTANT's work on a specific work project initiated under this Agreement pursuant to this Article. If the City designates any termination as a "work project termination", only CONSULTANT's work on the specific work project shall be terminated and such notice shall not constitute a termination of this Agreement.

### 5.4 TERMINATION FOR CAUSE BY CONSULTANT

- A. If the City materially fails to perform its responsibilities and obligations under this Agreement, CONSULTANT shall notify the City in writing of such failure. If the City fails to cure its material breach within thirty (30) days after receiving such written notice from CONSULTANT, CONSULTANT may terminate its performance under this Agreement.

### 5.5 PAYMENT FOR TERMINATION

- A. In the event of termination, the City shall pay CONSULTANT a percentage of the fee established for the specific work project based upon the ratio of work satisfactorily completed and reasonable costs incurred to the total work required as determined by the City, less any appropriate damages as the City may determine.

### 5.6 DISPUTES

- A. Unless a decision is held by an appropriate court of law to have been procured by fraud or to be arbitrary and capricious or so grossly erroneous as necessarily to imply bad faith, any factual decision made under this Section shall be final and binding in any suit or action arising under this Agreement including any actions by CONSULTANT or others against the City or any of the City's agents, consultants or employees.
- B. Compliance by CONSULTANT with the provisions of this Section shall be a condition precedent to any legal action by CONSULTANT or any of CONSULTANT's subconsultants against the City, or the City's agents, consultants or employees.
- C. The provisions of this Section shall not preclude or limit judicial review of issues of law.
- D. Any dispute arising under this Agreement concerning a question of fact which is not disposed of by an amendment to this Agreement shall be decided pursuant to the following procedure:
  1. Any decision by the City's Representative interpreting the requirements of this Agreement may be appealed in writing to the department head of the City department responsible for the project.
  2. The City department head shall issue a decision within ten (10) days after receiving all information which the department head may request as necessary to determine the appeal.
  3. Any decision by the City department head may be appealed by filing a notice in writing with the City department head. Such appeal must be filed within ten (10) days after the City department head's decision and shall specify in detail the basis for appeal claimed by CONSULTANT.
  4. The City department head shall establish a dispute committee to hear appeals, consisting of three persons knowledgeable with the work of this Agreement.
  5. The City and CONSULTANT shall each have the opportunity to fully present its case to the committee prior to the committee's deliberation.

6. The committee may request any other materials and written memoranda necessary to consider the issues and may schedule other proceedings as necessary.
  7. The decision of the committee shall be rendered in writing within fifteen (15) business days from the committee's final hearing of the issue and receipt of any supplemental materials requested by the committee.
  8. The decision of the committee shall be the final binding interpretation of the facts which are the subject of the appeal.
- E. Notwithstanding the pendency of any appeal provided above, CONSULTANT shall, if so, ordered by the City, comply with all orders of the City concerning the performance of this Agreement.
  - F. Any decision of the City to terminate any specific work project under this Agreement shall not be subject to the dispute resolution procedure of this Section.

## **VI. CONSULTANT/SUBCONSULTANT RELATIONSHIP**

### **6.1 LISTED SUBCONSULTANTS**

- A. The City acknowledges that CONSULTANT may employ various specialized subconsultants of whom CONSULTANT shall give written notice to the City at least seven (7) days prior to CONSULTANT's employment of the subconsultant to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT's subconsultants perform in compliance with the terms of this Agreement. Subconsultants may not be changed without ten (10) days prior written notice to the City.