



**REQUEST FOR QUALIFICATIONS
TO PROVIDE
ARCHITECTURAL SERVICES
AS THE ARCHITECT OF RECORD**
FOR A
New Public Works Campus
REQUESTED BY THE
South Salt Lake City, Utah

Prepared by **MOCA**

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1. INTRODUCTION

South Salt Lake City (CITY) is soliciting proposals and qualifications from architectural firms to prepare design and construction documents for a new Public Works Campus. The

chosen firm will assist the CITY with all phases of the Project. The new Public Works Campus will be located at 195 West Oakland Avenue, South Salt Lake City, Utah.

The CITY has developed a set of Guiding Principles which the Architect of Record (AOR) will be required to incorporate into the design. The CITY and the CITY Representative (CR) have prepared Design Guidelines that support the Guiding Principles. These Design Guidelines will provide the AOR with clear definitions of the CITY's expectations for the Project. These project definition documents will be provided to the shortlisted AORs during Stage 2 Preproposal meeting following this Stage 1 selection.

A Public Works Campus Committee will select an AOR to provide consistent, sensitive, appropriate development and technical execution of the design guidelines under the direction and review of the CITY and the OR. The AOR will provide technically sound and integrated contemporary mechanical, electrical, structural and information systems without violating the aesthetic integrity or frugality called for in the design guidelines and will collaborate and be responsive to the guidance provided by the CITY and OR.

The AOR, engineers, or specialty consultants will not be precluded from applying for future work with City representatives during the design and construction of the new Public Works Campus.

2. PROJECT DESCRIPTION

The new Public Works Campus will house the administrative services for South Salt Lake City. The facility will be approximately 106,661 GSF Buildings with 254,519 GSF Exterior Improvements/Landscaping and will be situated on the site as described in the Design Guidelines.

3. DEFINITIONS

Public Works Campus Committee: The CITY shall organize a committee for the new Public Works Campus consisting of the OR and others to review the submitted materials and to select the AOR for the Project. This committee will be the same for Stage 1 and Stage 2.

RFQ/RFP Stage 1: The AOR shall submit their qualifications as detailed within this document.

RFQ/RFP Stage 2: The AOR shall submit a Management Plan Proposal and separately a Fee Proposal as detailed within this document.

Project: The AOR shall collaborate with the CITY to develop a new Public Works Campus. The AOR is required to incorporate into the facility the Guiding Principles and Design Guidelines & Imperatives developed by the CITY.

Construction Manager at Risk (CMR): Entity providing construction management at risk services under a separate Agreement including collaborating with AOR, constructability evaluations, cost control, market recommendations, schedule control, procurement of subcontracts, cost accounting and billing, General Conditions Construction, management of a safety program, review of shop drawings, supervision, facilitation of testing and inspection of construction, support of commissioning, and regular reporting of the status of the project to the City and its designated representative(s).

Design Services: Professional Technical services provided by an architect that holds a Utah license or prior to award will have received a Utah license through reciprocity and other consultants under the architect's agreement including implementation of DGL&I, engineering, coordination of engineers, shop drawing review, construction administration and commissioning, and sustainability services.

Fixed Limit of Construction Cost (FLCC): The amount of the money committed by the CITY to complete the Project identified in the DGL&I. The FLCC includes pre-construction services, the general conditions, construction, CMR fixed fee and CMR's contingency. The FLCC is twenty-two million five hundred thousand dollars (\$22.5M).

Design Service Fee: The Basic Service fees will be determined based upon and in alignment with the fees listed within the State of Utah, Division of Facility and Construction Management (DFCM) fee standards. (See the Attachment A – DFCM Architectural and Engineering Fees).

Division of Facilities Construction and Management (DFCM): A State agency that is responsible for establishing design and construction standards for the State of Utah as well as for political subdivisions.

South Salt Lake City (CITY): The Owner of the Project and its appointed representative who is authorized to make decisions on its behalf.

Lump Sum Fixed Fee: The Amount identified in the Agreement paid by the CITY for services provided by the AOR.

City Representative (CR): The Authorized representative(s) appointed by the CITY that developed the Guiding Principles, the Design Guidelines and Imperatives and the Program Documents. The OR will provide staff support to the CITY during the AOR assignment and throughout the life of the project.

Stakeholders: Select members of the CITY staff that will be identified by the CITY and OR.

4. SCOPE OF THE PROJECT

The scope of work will consist of all architectural, engineering, and design administration services, as more fully described herein, which are necessary to complete the new Public Works Campus. This facility will be designed with standard construction methods. Materials and systems should be readily available and appropriate for their intended use. The services to be provided will include all basic elements necessary to design and provide construction documents and construction administration in a CMR delivery method.

The AOR will be expected to apply its best knowledge and expertise to represent the interests of the CITY in managing and implementing the imperatives, program documents, producing the construction documents, and providing construction administration for the Project.

The AOR will receive a lump sum/fixed fee for the following services:

- Attendance and participation in two Design Scoping Workshops to discuss and review the DGL&I led by the OR;

- Each design scoping workshop will consist of 1-2 days working in collaboration with the Owner, Owner Representative, and the Construction Manager at Risk (CMR). The workshops will explore site design and building organizational design.
- Following each of the Design Scoping Workshops, the AOR will meet with the CITY, and OR to review the cost model adjustments, Project schedule and to develop the Workshop Summary Documents;
- The AOR will review and provide comment on the current needs assessment and architectural space program provided at the shortlist preproposal meeting. The AOR will update and finalize the architectural space program for the project and will then incorporate the final architectural space program into the architectural floor plan layouts and construction documentation;
- Following the Design Scoping Workshops, the AOR will develop a set of schematic and design development documents that will include drawings, renderings, models, and specifications that describe the complete Project in sufficient detail to provide the CITY and OR with a complete understanding of the Project;
- Attendance and technical input at open house meetings regarding the development of the new Public Works Campus;
- Implementation of the Project Definition Documents into the scope documents and Construction Documents;
- Coordination of all the consultants work;
- The development of construction documents that incorporate the information that has been reviewed and approved by the CITY from the design development documents;
- Construction Administration;
- By executing the Agreement for this Project, the AOR represents its belief that the required scope as identified in the DGL&I and architectural space program documents can be accomplished within the Fixed Limit of Construction Cost (FLCC), and that with the cooperation of the CITY and the OR, the AOR will complete the design within the FLCC; and
- The AOR will provide the required insurance with minimum limits as described within the contract.

CITY expectations of the AOR include, at a minimum, the following:

- Proactively identify schedule delays/missed milestones and if necessary, help develop a plan with the contractor to get the work back on track;
- Identify quality deficiencies and substandard craftsmanship as observed throughout the life of the project;
- Conduct weekly progress meetings through the course of schematic design and design development phases. Conduct every other week progress meetings through the course of the Construction Documents phase. AOR will record and publish design meeting minutes through the course of the design and procurement phases.

- Advise the CMR of job site safety violations or concerns if observed by the AOR or its consultants;
- Assist the CITY in public hearings/open house available for the citizens, Mayor and City Council to ask questions;
- Proactively engage the CMR in productive dialogue to ensure timeline compliance;
- Conduct site visits at intervals appropriate to the stage of construction, not less than 1 days per week, with observation reports sent to the CITY for each site visit; and
- Conduct two (2) post-construction reviews at 6 months post-completion and 11 months post-completion (warranty reviews).
- The AOR will not receive a fee on change orders that increase the Fixed Limit of Construction Cost (FLCC) or the Guaranteed Maximum Price (GMP), unless (1) the change requires a material and demonstrable increase in the level of AOR's effort and (2) are not due to the fault of the AOR.
- Increase in fee *must* be approved by the CITY in writing prior to the performance of the work. This may require action by the City Council.

In addition, the AOR will coordinate and perform the following:

- **Surveying** – The AOR will review and utilize the owners survey.
- **Geotechnical Investigations** – The AOR will collaborate with the owner to determine boring location for structural and foundation design.
- **Studies and Analysis** - Prepare studies and analysis as determined by the CITY and OR;
- **Utilities Technical Drawings** - Identify the existence of utilities beneath and adjacent to the site and present this information in a Technical Report. Detailed information concerning their location, size and depth will need to be provided. The AOR will be expected to contact all utility companies that provide services in the area and coordinate locations, design requirements, and utility connections associated with the Project;
- **Schematic Designs** – Designs consisting of preliminary floor plans, exterior elevations, site plan and construction phasing options for review by the selection committee. These may be modified, and/or additional designs required as requested by the Public Works Campus Committee. The selected and approved design will be the basis for final development into construction documents for this Project;
- **Site Layout Technical Drawings** - The AOR will prepare not more than two (2) site layout options to ensure the incorporation of the DGL&I. The AOR will need to present the two options to the CITY in the form of a Layout Study;
- **Site Drainage Technical Drawings** - Prepare technical drawings that identify how site drainage will be provided. Consult with the CITY engineering staff to determine drainage patterns and where and how the Project drainage will occur. Identify any alternatives that might be considered for drainage;

- **Lighting Technical Drawings** - Prepare technical drawings that indicate where lighting needs to be provided for the site and the type of lighting recommended;
- **Landscaping Technical Drawings** - Provide technical drawings that indicate the type of landscaping that should be used at the site, including measures that should be used for erosion control
- **Facility Design** - The design of the new Public Works Campus must be in accordance with the 2021IBC. The AOR is to assist the CITY in obtaining a final building permit by providing the required design information including drainage, ADA compliance, and utility requirements for the proposed new Public Works Campus;
- **Preliminary Cost Estimate** - Based upon the information provided, prepare preliminary cost estimates at Schematic Design 100%, Design Development 100% and Construction Documents 75% for the new Public Works Campus and site/landscaping of the Project. The CMR will likewise provide preliminary cost estimates for the design documents provided by the AOR;
- **Preliminary Design Drawings** - Prepare preliminary design drawings that include the above-indicated technical requirements and provide recommendations for the CITY;
- **Project Budget or Fixed Limit of Construction Cost (FLCC)** - The FLCC for this Project is \$22,500,000 dollars. The FLCC is to include construction, CMR fixed fees, a minimum 3% contractor contingency where 100% of unused contingency will be returned to the CITY, general conditions, pre-construction fees, and utility billing to the date of substantial completion.
- **Furniture Design** – The AOR may be requested to provide furniture layout and selection, design options and bid packages as an additional service requested by the Owner. The AOR shall submit a separate fee for this work as part of the fee submission for this Stage 2 proposal.

Design and Contract Documents

Using information prepared during the Design Scoping Workshops, and the selection of various alternatives identified for the CITY, the AOR shall prepare the following:

- **Architectural Design** - Will be divided into two categories: 1) Schematic Design and 2) Design Development:
 - Schematic Design phase will provide sufficient detail to enable the CITY to make design decisions and changes if desired without having to modify large amounts of work. The result will be an overall Schematic Design for the new Public Works Campus and site. The AOR will provide a schematic design package with outline specification and a schematic design estimate.
 - Design Development phase- Once the Schematic Design phase has been reviewed and approved by the CITY, the Design Development phase can begin on the new Public Works Campus. This Design Development phase will provide additional detailed information for the CITY to review approve. The AOR will provide a design development package which will include

additional detailed information along with a more complete outline specification and complete systems descriptions and a design development estimate.

- **Construction Documents** – Final construction documents will consist of not less than the Site Plan, Grading Plan, Foundation Plans, Floor and Roof Framing Plans, Floor Plans, Interior/Exterior Elevations, Interior Space Plans, Generic Furnishings Plan (the CITY shall procure furnishing in a separate contract), Building Sections, Details and Wall Sections as required, Mechanical, Plumbing and Electrical Plans, Landscape/Irrigation Plan. The construction documents as noted will be sufficient for bidding purposes and to obtain a building permit.
- **Contract Documents and Bid Documents** - The CITY’s intention is to have a complete set of contract documents that the CITY and the CMR will be able to agree to a Guaranteed Maximum Price (GMP) Contract and then proceed immediately into construction. The CITY has set standards that they request be incorporated into bid documents and specifications. The AOR will be responsible to provide a complete set of contract documents, bid documents, and specifications for all Work. The cost of this Work shall be included in the cost estimate.
- **Weekly Progress Meetings** - The AOR will conduct weekly progress meetings with the CITY during the schematic design and the design development phases. The AOR will conduct progress meetings with the CITY every other week during the Construction Documents phase. AOR will record and publish design meeting minutes through the course of the design and procurement phases.
- **Construction/Design Cost Estimates** - See Section 6.3 Cost Modeling and Budget. Three (3) estimates of the cost of construction for the Project will be required as follows:
 - 100% schematic design estimate
 - 100% design development estimate
 - 75% construction document estimate
- **Permits** - The AOR will need to identify all the permits necessary and assist the CITY by advising on needed permits. The AOR will be required to facilitate permit applications for the required permits with CITY assistance.
- **Construction Management Services** - The AOR will assist the CITY and OR in interpreting the contract documents, review of contractor submittals, and provide assistance with resolving difficulties due to design problems or complications.
- **Project Administration** - The AOR needs to include in the proposal efforts needed for their Project scheduling and budget tracking, Project coordination and quality control/quality assurance for the Project.
- **Document Review** - The AOR will deliver documents to the CITY for review and will participate in design review meetings as the Project progresses. Design review meetings will be held with the CITY when schematic design and design development drawings are complete and when the construction documents are approximately 75%

percent complete. The design development review will include an outline specification. The 75 percent review will include complete specifications.

Three (3) sets of construction documents and three (3) electronic thumb drives will be required by the CITY for each review. Before scheduled reviews, documents will be delivered to the CITY as follows:

Schematic Design	At scheduled review
Design Development	At scheduled review
75% Construction Documents	Three (3) days prior to scheduled review

Construction Phase Services:

- The AOR will be required to assist the CITY as necessary in answering questions relating to the construction documents and specifications and issue necessary clarifications and addenda.
- The AOR will be responsible for assisting the CITY during the construction phase and will advise and consult with the CITY on an as needed basis. Instructions to the CMR will be forwarded through the CITY.
- The AOR will visit the site at intervals appropriate to the stage of construction and not less than one (1) days per week to be familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the contract documents with observation reports sent to the CITY for each site visit.
- The AOR will attend weekly project progress meetings during construction and as required by the CITY and report in writing as to the progress and quality of the Work and will endeavor to guard the CITY against defects and deficiencies in the Work of the CMR.
- The AOR will prepare whatever documents are necessary for changes to the construction contract required during construction necessitated either by conditions encountered in the field or revisions to the Project requested by the CITY.
- The AOR will assist the CITY in establishing a punch list for the Project and attend preliminary and final walk through inspections of the Project during the CMR's completion of the Work.
- Within 60 calendar days after the completion of construction, the AOR will deliver to the CITY a complete set of record drawings, in both hard copy and on disk (or thumb drive) in Auto CADD format. These will be prepared utilizing information furnished to the AOR by the CMR and the inspector as well as information and documents generated by the AOR during the course of the Project.

5. GUIDING PRINCIPLES – DESIGN GUIDELINES & IMPERATIVES

5.1 Guiding Principles with Design Guidelines and Imperatives

The CITY has created Guiding Principles for the Project. These Guiding Principles define the CITY's expectations for the Project to the AOR. In so doing, the CITY has identified several design guidelines that will define expectations for the AOR. The following outline provides a general understanding of the CITY's Guiding Principles and their design guidelines. During the proposal Stage 2 of the RFP, the AOR will be provided Design Guidelines to assist the AOR in the development of their management plan and fee proposal.

These documents further assist in the development of collaboration between the AOR, CMR, the CITY, OR, and Stakeholders in the discussion and design of the new Public Works Campus.

Following the selection of the AOR, the Guiding Principles and Design Guidelines will be used extensively during the Design Scoping Workshops facilitated by the OR. There will be approximately two (2) Design Scoping Workshops. Each one will focus and explore a different principle and that principle's associated design guidelines.

Following the Design Scoping Workshops, the AOR will be asked to provide the following services:

1. Provide a complete review of the provided program document. The review shall include but not limited to space identification, description of the functions that occur in the space, the furniture requirements for the space and the square footage of the space. The AOR should also review the program grossing factors such that a gross square foot number (GSF) can be developed upon which all can agree.
2. The development of the concepts discussed in the collaboration session into a functional building design including but not limited to floor plans, sections, elevations, and details that describe the overall and complete scope of the Project. These documents would typically include 100% schematic and 100% design development documents. The AOR will organize the Work such that the CITY and OR can meet to review the progress of the design, discuss design options and provide direction while these scope documents are in development.
3. Construction documents will be developed for the Project. The AOR will provide all documents, specifications, engineering and calculations required to obtain building permits and conform to all building, state and regulatory codes including ADA and other codes or laws that are in effect at the time the building permit(s) is issued.
4. Construction Administration as described above and within the Design Agreement. (See Attachment D –Design Agreement).

5.2 Project Budget and FLCC

The CITY has developed a budget and FLCC of \$22,500,000 for the construction of the new Public Works Campus.

5.3 Cost Modeling and Budgeting

Working with the CITY and OR, the AOR will develop the Project cost estimation and budget for the Project. The AOR will retain the services of a professional estimator to provide estimates at the end of the schematic design, design development, and 75% Construction Documents. The OR will conduct reconciliation meetings to review the estimates and to develop or recommend value engineering cost savings or modifications to the CITY.

The CMR in consultation with the CITY/OR and AOR will develop and provide, at the beginning of the Project, the overall budget and schedule starting with the design scoping workshop phase and extending through construction completion. Once approved this will become the Project schedule to which the design firm will adhere. The AOR may provide additional detail to the schedule regarding their scope of Work.

5.4 Proposed Form of Agreement

The Design Agreement will be provided by the CITY. Comments shall be submitted in the management plan as part of the initial submittal. Identify areas of concern, explain the concerns and provide recommended language. Upon final selection of an AOR, the CITY will negotiate contract provisions with the AOR and will expect the selected AOR to execute the modified Agreement.

5.5 Additional Information

Should additional information be made available, the CITY will distribute it as an Addendum through Utah Public Procurement Place (U3P).

6. STAGE 1 PREQUALIFICATION CONFERENCE – DATE & TIME TBD

A pre-proposal conference will be held in the City Council Chambers at the South Salt Lake City Hall, located at 220 E Morris Avenue, South Salt Lake, Utah as identified in the Stage 1 Submission Schedule and in Section 8 below. The scope of the Project will be discussed during the meeting. Those who do not attend will not be allowed to submit a proposal. Minutes for the meeting will be distributed as an addendum to this Statement of Qualifications.

7. STAGE 1 - RESPONDING TO THE STATEMENT OF QUALIFICATIONS

Design firms that are interested in providing AOR services will be required to participate in a two-stage selection process.

- The first stage (Stage 1) includes a review of the submitted qualifications of each interested firm. . Each submission will be reviewed and evaluated by the Public Works Campus Committee. Each submission will be provided a score ranging from 0 to 60 points (See point value described in Section 8.2.1:Submission Process and Section 8.3: Evaluation Process). The CITY will select firms receiving the highest scores to be invited to participate in Stage 2.
- The second stage (Stage 2) will include evaluation of the short-listed firm's design management plan, fee proposal and 30-minute interview with 15 minutes for

questions. The specific requirements of the second stage are further defined in Section 9 and 10: Stage 2 - Shortlist Proposal below.

7.1 AOR STAGE 1 – Schedule

The following schedule will apply to Stage 1 submission:

- RFQ Issued November 16, 2023
- Stage 1 Prequalification Meeting November 21, 2023 @ 11:00 AM MT (City offices)
- End of Questions November 28, 2023 @ 5:00 PM MT
- Issue Addendum November 30, 2023 @ 5:00 PM MT
- Stage 1 Submission Due December 7, 2023 @ 2:00 PM MT
- Notice of Shortlist December 14, 2023

7.2 STAGE 1 - Submission

Statements of Qualifications shall be submitted to South Salt Lake City as described below.

7.2.1 Stage 1 Submission Process

(1) Proposals for qualifications must be received by the posted due date and time. Any proposals received after the deadline will be designated as late and deemed ineligible for consideration.

(2) Proposals must be received electronically via Utah Public Procurement Place (U3P) and should be addressed to the City's Purchasing Agent as follows:

South Salt Lake City Public Works Campus
Attn: Ariel Andrus
South Salt Lake City Hall
220 E. Morris Avenue
South Salt Lake, Utah 84115

(3) NOTICE: By submitting a proposal in response to this RFQ, the Offeror is acknowledging that the requirements, scope of Work, and the evaluation process, outlined in the RFQ are fair, equitable, not unduly restrictive, understood and agreed to. Any exceptions to the content of the RFQ must be protested to the CITY's Purchasing Agent prior to the closing date and time for submission of the proposal.

7.3 STAGE 1 – Evaluation Process

The firm's response to this RFQ will be evaluated by the Public Works Campus Committee utilizing the following scoring sheet:

Description Stage 1	Possible Points	Score
1. Letter of interest	0 Points	NA
2. Firm Background.	10 Points	
3. Design Philosophy	10 Points	
4. Firm Experience	30 Points	
5. Organization and Individual Resumes	50 Points	
TOTAL EVALUATION POINTS STAGE 1	100 Points	

The three (3) highest scoring submissions will be invited to participate in Stage 2.

7.3.1 Letter of Interest – 0 Points, But Required – 1-Page Limit

The Letter of Interest shall describe in original content why your specific architectural firm should be selected as the AOR for the CITY’s new Public Works Campus.

7.3.2 Firm Background – 10 Points – 2-page Limit

Please provide the background of your firm as it relates to the design and leadership for this new Public Works Campus facility. Please be specific and cite papers, designs, and lectures.

7.3.3 Design Philosophy – 10 Points – 2-page Limit

Please provide your design leaders philosophy on working with public clients.

Please provide in this section the resume of your key designer.

7.3.4 Firm Experience – 30 points – 8-page Limit

Please provide your most recent experience on public or civic projects that have been completed. In addition, please provide for each project the following information:

- Project Budget – final cost of the project and if there is a significant difference between the initial budget and the final cost please explain;
- Project Schedule – final delivery date and if there is a significant difference in the initial delivery date and the final delivery date please explain;
- AOR contact name, phone number, email and address for the person who was responsible for the project to the client;
- Project Reference(s) – including letters of recommendation or awards received for the design;
- Photographs;

- Please list the members of your proposed project who worked on the project and what their specific role was on the project.

7.3.5 Organizational Chart and Individual Resumes – 50 Points – 1 resume per page, maximum of 10 pages total

Please provide a proposed organization chart showing the members of your firm and your consultant team.

Please provide the following information within the individual resume:

- Number of years in the firm and profession overall;
- Specialty or why this person is valuable as a firm member to the CITY;
- Provide a list of specific, related project experience with the firm and with other firms. Please be clear as to from which firm the experience was gained.

8. STAGE 2 – MANDATORY SHORTLIST PROPOSAL CONFERENCE

A pre-proposal conference will be held in the City Council Chambers at the South Salt Lake City Corporation office building as identified in the Stage 2 submission schedule in Section 10 below. Only those invited to submit proposals during the Stage 2 shortlist phase are required to attend. The final selection process will be discussed, and scheduled meeting times will be provided. Additional information that will be critical to the Stage 2 submittal will be provided at this meeting. **This meeting is mandatory.** Those who do not attend will not be allowed to submit a proposal. Minutes for the meeting will be distributed as an addendum to the Stage 2 Request for Qualifications.

Points earned during Stage 1 **do not** carry over to Stage 2. Points system starts over in Stage 2.

9. STAGE 2 - THE SOUTH SALT LAKE CITY CORPORATION WORK PLAN

Following the selection of the AOR, the CITY and OR will guide the design of the Project. The AOR and CMR will join the existing team consisting of the CITY, and the OR. This team will collaborate together to creatively implement the DGL&I. The CITY may add consultants or may request the AOR to adjust its scope and retain additional consultants as needed.

9.1 Design Guideline and Imperative Workshops

The CITY and the OR have structured two (2) collaborative Workshops to assist the AOR in implementing the DGL&I.

The DGL&I cover areas that the CITY and the OR care the most about (See Section 3 Guiding Principles and Design Guidelines). The Workshops have been structured to create a bridge between the DGL&I, the schematic design, design development and the construction documents that communicate to the CMR and subcontractors the scope of the Work. The AOR will create design development documents from the Workshops that support and add to the guidelines and imperatives. These scope documents will help the AOR create the construction documents and specifications for the Project.

When the Workshops and the design development documents are complete, and the Project budgets have been approved by the CITY, the AOR will be released to develop the construction documents. The AOR should be prepared to develop multiple bid packages including a first package of site work/footing & foundation/site utilities and a second package of all remaining Work. The AOR may not begin the development of construction documents until after all the scope documents have been completed and approved.

All Workshops are structured to be collaborative. Workshop activities will be held at the CITY Administration building or at the AOR’s office. The meetings will include discussion of the DGL&I and design documentation. Firm members should come prepared to work in a collaborative design charrette environment with all the tools and resources needed to accomplish the Work.

The tentative schedule of Workshops is as follows:

Date of workshop	Guiding Principles
Date	Principle
TBD	Site – Masterplan, Site Planning, Proximity, Expansion, Pedestrian Circulation, and Vehicle circulation and other design elements to describe the site organization and layout
TBD	Functional layouts, Volume studies, Organizational Hierarchy, Circulation, Interior organization of spaces, Sequence, Access, Massing and other design elements as needed to describe the project.

The AOR may not move ahead of the Workshop topic discussions. Workshops are not intended to provide all the information or solutions. The AOR should plan to use the time following the Workshops gathering additional information, conducting research, and following up on materials that the AOR will need to complete the Workshop requirements by development of scope documents that clearly describe the scope of the topic. If the AOR needs additional Workshop time on a topic, the AOR shall notify the CITY and OR. The CITY and OR will schedule time to resolve the issues identified by the AOR.

The AOR shall prepare a Workshop summary in the form of schematic documents for each session that describes decisions and indicates the technical needs and items that require further study development. The format shall be approved by the CITY and be consistent with the DGL&I.

Design options that are under consideration by the AOR will be presented to the CITY and OR during the week following the Workshop. Depending upon the complexity of the topic and scope, the AOR may need additional time to complete the scope documents for a particular area than the allotted week. This may be arranged with the CITY and OR in the follow up review meeting.

These workshop summaries and schematic documents are to be included in the AOR’s management plan.

11. STAGE 2 SUBMISSION REQUIREMENTS AND FORMAT

11.1 Stage 2 Management Plan – 100 Points and Evaluation Process:

The CITY will provide a set of Project definition documents as stated above to the short-listed firms at the Stage 2 preproposal meeting.

The shortlisted firms are to completely review the provided materials and this RFQ carefully. Each short-listed firm will develop a management plan for the implementation of the CITY’s Guiding Principles and DGL&I into a new Public Works Campus. The management plan will become the AOR scope of Work. The scope of Work should indicate what consultants and specialists would be included to complete the Project.

The following be the evaluation.

Description	Possible Points	Score
1. Implementation plan	25 Points	
2. Personnel Management	25 Points	
3. Working Relationship	10 Points	
4. Engineering Management	10 Points	
5. Budget and Schedule	20 Points	
6. Risk Mitigation	10 Points	
TOTAL EVALUATION POINTS STAGE 2	100 Points	

The Management Plan is worth 100 points and shall include as a minimum the

following:

11.1.1 Implementation plan – 25 points – 3-page limit

Describe the process and resources required by the AOR to implement the CITY Guiding Principles and DGL&I into construction documents for the CMR. This will become the AOR scope of Work for this Project.

11.1.2 Personnel Management – 25 Points – 5-page limit

Identify the primary firm members, their areas of responsibility and time commitment that the CITY and OR can expect for each phase of the Work. Indicate the staffing plan for the Project. Include a breakdown of staffing hours and rates anticipated for the Project for each phase.

11.1.3 Working Relationship – 10 points – 1-page limit

The AOR shall describe the working relationship that they see between themselves and the CITY, OR and CMR.

11.1.4 Engineering Management – 10 points – 3-page limit

Describe how the AOR will manage the engineering resources required for this Project. Provide the roles, responsibilities and commitment that will be required of each engineer. Submit a shortlist of at least three engineers for each of the major disciplines. Describe the process which the AOR will oversee the consultants and how the CITY and OR may participate in the selection of the engineers.

11.1.5 Budget and Schedule – 20 points – 4-page limit

Provide a signed statement indicating that the required scope as identified in the DGL&I can be accomplished within the FLCC, and that with the cooperation of the CITY and OR, the short-listed firm can complete the design and assist the CITY in staying within the FLCC. (See Amendment B – Design Agreement to Work Within the FLCC).

11.1.6 Risk Mitigation – 10 points – 1-page limit

All projects pose risks and this Project is no different. It is important for the AOR to understand these risks and assure the CITY that they can manage the risks successfully. The short-listed firms shall identify potential risks, explain why they feel it is a risk and then provide a risk mitigation strategy in the management plan.

11.2 Fee Proposal – 5-page limit

The short-listed firms are to provide a fixed fee that will include AOR's participation in the DGL&I workshops, design services, construction documents, bidding, construction administration and Project close out in accordance with the AOR management plan and the DFCM Architectural/Engineering/High Performance Building Fees Dated: February 3, 2022. The AOR's proposed fixed fee for these services is considered its Fixed Fee Proposal for the Project.

The fee proposal will not be scored. The fee proposal shall be submitted in a sealed envelope and submitted along with the other phase two submission requirements. The sealed envelope will only be opened following the scoring and selection based upon the submitted information and the interview. The fee envelope will then be opened and reviewed and will be used during fee negotiations with the City.

The CITY recognizes that each firm's scope of Work will be different. The CITY is looking for the best value solution in the selection. This will require creativity and a thoughtful understanding of the requirements of the Project. The CITY and OR will review the scope of Work from each submittal. The OR will provide an analysis for the selection committee to review, and in the management plan, make the distinction between the discovery phase, the program review phase, basic design services and basic construction administrative services. The OR will break out fees for each phase or service separately from those of the construction or administrative services performed during construction and provide fees for both design and construction related services in this response.

Note that the CITY is using the DFCM Architectural/Engineer Fee Schedule as the fee basis (See Attachment A). It is the expectation that the basic design and construction services will fall within indicated ranges. The other elements of the fee, which include the discovery phase and the programing review phase, etc. will be additional services and should be identified and included within the fixed fee proposal.

The short-listed firms shall propose a lump sum/fixed fee for the scope of services described in their management plan. The Fee will provide a breakdown of management plan tasks and responsibilities. The Public Works Campus Committee will determine the best value related to the proposed scope of Work and the proposer's fee. The fee shall, at a minimum, include the following:

1. Fee for providing Design Services:
 - a. Discovery Phase - Design collaboration, knowledge leadership and Implementation of the DGL&I into construction documents based upon the identified Workshops;
 - b. Programming review;
 - c. Schematic/Design Development documents (includes interior space planning and design);
 - d. Construction documents and coordination of consultant's work. (Basic Services);
 - e. Provide a budget estimate for the consultant fees (Basic Services);
 - f. Construction Administration by the design firm during the construction, punch list and commissioning phase. (Basic Services);
 - g. Be designed to DFCM High Performance Building Standards (HPBS) and
 - h. Generic Interior Furnishings Plan – Identify and provide floor plan placement of all furnishings, equipment and fixtures.
2. Fee for reimbursable costs: (See Attachment A DFCM A/E Fee Chart)
3. Fee for furniture planning, selection, design, specifications, bid, and award as a separate fee proposal line item. This fee will not be scored and will be negotiated at the time the CITY elects to award this work.
4. Provide a list of hourly rates for AOR and Consultants to be used in the negotiation of additional services.

Provide all fee information in a separate sealed envelope. The OR will provide an analysis of best value to the CITY for their consideration during the selection.

11.3 Form of Proposal (both Stage 1 and Stage 2)

11.3.1 The Proposal must take the form of an 8-1/2-inch by 11-inch portfolio, oriented along the 11-inch side. Proposals may have sheets printed on two sides, but no portfolio may contain more than sheets listed above single sided or sheets double sided. Brevity is preferred. Typeface shall not be smaller than 11 point.

11.3.2 Proposals will become the property of the CITY (See Section 13 – CONFIDENTIALITY for more information).

11.3.3 Provide information regarding the proposed team, including sub consultants and specialty consultants. Subconsultants could include:

- Structural Engineers
- Mechanical Engineers
- Electrical, Communications, A/V Engineers
- Civil Engineers
- Landscape Architects
- Other specialty consultants as required

11.3.4 AOR Identification: Firm name, telephone website, and addresses of offices from which the work will be managed. List cities where the firm has permanent offices.

11.3.5 Contact Information: Designate a single person who the CITY will contact regarding the evaluation of your firm’s qualifications. Provide a telephone number and email address.

11.4 Required Attachments for Stage 2 Submissions

11.4.1 Executed Agreement to work within the FLCC (See 11.2.5 Budget and Schedule and Attachment B).

11.5 Deadline for Stage 2 Submissions

11.5.1 The Management Plan Proposals must be received by the posted date and time. Any proposals received after the deadline will be designated as late and deemed ineligible for consideration. Proposals must be received electronically via Utah Public Procurement Place (U3P) and should be addressed to the City’s Purchasing Agent as follows:

South Salt Lake City Public Works Campus
Attn: Ariel Andrus
South Salt Lake City Hall
220 E. Morris Avenue
South Salt Lake, Utah 84115

Please clearly mark the envelope on the bottom left-hand corner: **“Salt Lake Public Works Campus – AOR, Name of Firm.”**

11.5.2 The Fee Proposal submissions must be received by the posted date and time. Any proposals received after the deadline will be designated as late and deemed ineligible for consideration. Proposals must be received electronically via Utah Public Procurement Place (U3P) and should be addressed to the City’s Purchasing Agent as follows:

South Salt Lake City Public Works Campus
Attn: Ariel Andrus
South Salt Lake City Hall

220 E. Morris Avenue
South Salt Lake, Utah 84115

11.6 Submission Requirement and Format

11.6.1 Management Plan - Provide the requested management plan and risk mitigation. This will be worth 400 points.

11.7 Stage 2 Submission Process

11.7.1 Submit two (2) hard bound copies and two (2) thumb drive in a sealed envelope or box. Include a one (1) page Letter of Transmittal noting proposers name, address and telephone number, Project name and items being transmitted. Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

11.7.2 NOTICE: By submitting a proposal in response to this RFQ/RFP, offeror is acknowledging that the requirements, scope of Work, and the evaluation process outlined in the RFQ/RFP are fair, equitable, not unduly restrictive, understood, and agreed to. Any exceptions to the content of the RFQ/RFP must be protested to the CITY's Purchasing Agent prior to the closing date and time for submission of the proposal.

12. STAGE 2 SELECTION PROCESS AND CRITERIA

12.1 Selection Committee

The CITY will organize a Public Works Campus Committee responsible for reviewing the proposals and recommending the selected firm for the CITY. The CITY has the right to reject any and all proposals if the CITY deems it to be in its best interest.

12.2 Interview – 100 points

After submission of the indicated materials, short-listed firms may, at the committee's discretion, be invited for a private interview with the Public Works Campus Committee in the City Council Chambers of the CITY Administration Building. Please refer to the Stage 2 schedule for the interview date. The interview times will be provided at the preproposal meeting for Stage 2. During this interview, short-listed firms will be invited to present their management plan proposal and respond to specific questions from the Public Works Campus Committee. A short-listed firm should plan to have all key members present for this interview.

Interview – The Short-listed firms will each be given 30-minute interview with 15 minutes for questions to present their information, address panel questions and summarize the interview. Each firm should prepare an agenda for the interview indicating how the time will be divided. The interview is worth 100 points.

12.3 Evaluation Process

The short-listed firm's Interview will be evaluated by the Public Works Campus Committee utilizing the following scoring sheet:

Description	Possible Points	
1. Management Plan	100 Points	Submitted prior to Interview
2. Interview & Questions	100 Points	
TOTAL EVALUATION POINTS	200 Points	

12.4 Contract Negotiations

The CITY and OR will meet with the selected firm to begin contract negotiations immediately following notification of selection. These negotiations shall be concluded prior to the start of the Workshops. If the CITY and the selected firm cannot establish mutually agreeable terms and conditions, the CITY has the right to terminate negotiations with the top ranked firm and enter negotiations with the next highest ranked firm.

12.5 Final Approval

The Public Works Campus Committee will present the final recommendation for the AOR before South Salt Lake City’s Mayor. The South Salt Lake City Mayor must approve the final selection for the AOR prior to the contract being awarded.

12.6 Acceptance of Proposals

The CITY reserves the right to reject any and all proposals.

13. CONFIDENTIALITY

All responses, inquiries, and correspondence relating to this RFQ and RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the proposer that are submitted to the CITY, as part of the proposal or otherwise, shall become the property of the CITY and may be considered public information under applicable law. The CITY is subject to the disclosure requirements of the Government Records Access and Management Act, (GRAMA) Title 63, Chapter 2, Utah Code Annotated. The CITY generally considers proposals and all accompanying material to be public and subject to disclosure after award of the Project. Any material considered by the proposer to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim as required by GRAMA §§63-2-304 and 308. Blanket claims that the entire RFP is confidential will be denied.

The CITY cannot guarantee that any information will be held confidential. If the proposer makes a claim of confidentiality, the CITY, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the proposer of such determination. The proposer is entitled under GRAMA to appeal an adverse determination. The CITY is not obligated to notify the proposer of a request, and will not consider a claim of confidentiality, unless the proposer’s claim of confidentiality is made in a timely basis and in accordance with GRAMA.

14. ETHICAL STANDARDS

Representation regarding ethical standards:

By submitting a proposal, a proposer certifies:

- (1) that it 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;
- (2) that it has not retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business;
- (3) that it has not knowingly influenced any CITY officer or employee or former CITY officer or employee to breach any ethical standards as set forth in the South Salt Lake municipal code and the provision of Utah Code Title 67, Chapter 16, Utah Public Officers' and Employees' Ethics Act ; or
- (4) that it will not knowingly influence in the future any CITY officer or employee or former CITY officer or employee to breach any ethical standards as set forth in the South Salt Lake municipal code and the provision of Utah Code Title 67, Chapter 16, Utah Public Officers' and Employees' Ethics Act.

15. QUESTIONS AND CLARIFICATIONS

Any questions regarding this solicitation are to be submitted via Utah Public Procurement Place (U3P). Questions will be answered on SciQuest for the viewing of all parties. Questions regarding the procurement process must also be submitted through U3P. During the solicitation process, proposing firms shall not contact the CITY or members of the Public Works Campus Committee. Such contact may result in the rejection of a submission.

All submitted materials will become the property of the CITY and will not be returned to the submitting firm. This includes all written material and graphic material provided as part of submitting for this proposal.

16. ATTACHMENTS

A – DFCM Architectural/Engineer Fee Schedule

B – Agreement to Work within the FLCC

C – SSL Standard PSA

16.1 ATTACHMENT A – DFCM A/E FEE SCHEDULE

DIVISION OF FACILITIES AND CONSTRUCTION MANAGEMENT
ARCHITECTURAL/ENGINEER FEES
EFFECTIVE DATE: February 3, 2022

I. Purpose

To provide a standard for a reasonable A/E fee structure on State of Utah projects.

II. Background

The State Procurement Code requires that professional services for architects, engineers and surveyors be selected by one of the process in the Procurement Code, but that the initial selection is based on qualifications and not the fee. Once the selection is made by a lawful process, the fee can be considered and negotiated. However, a standard is required to ensure that reasonable and consistent fees are paid for awarded work, and therefore, this document shall serve as the definitive guide for determining such fees. This policy updates earlier standards with additional clarity.

III. Policy

DFCM Project Managers shall employ this standard for the negotiation of Architectural/Engineering/HPBS Consultant Fees. Any exception to this standard can only be obtained by written approval of the DFCM director or the director's designee.

IV. Procedures

- A. The fee should be established with the individual project size and complexities in mind.
- B. An individual project may have complexities due to the inherent nature of the project type, due to complexity of consultants' services required and/or due to complexities of the scope of the project.
- C. The fee schedules represent the maximum allowable fee for basic services on a typical project type. Complexity of consultant is negotiated on a case-by-case basis and requires a separate fee proposal for each consultant. Complexity of scope is a reasonable fee negotiated on a case-by-case basis.
- D. Basic Services include the design work that is customary on a typical project to take an established building program, site, and budget, and then develop the architectural design, engineer the building systems, produce construction documents, and perform construction administration for a single phase project. Basic Services include the design services customary on every project such as architectural, structural, civil, mechanical, and electrical engineering services.

There are also typically three additional consultants hired by DFCM to ensure the State's building performance standards are met: Energy Engineer (EnE), Building Envelope Commissioning Agent (BECxA) and a Building System Commissioning Agent (CxA). These will be referred to as the High Performance Building Standard (HPBS) Consultants, although the CxA is required by current building code.

- E. Basic Services for Civil Engineering on an Architectural Project shall be limited to the following: site planning including layout of site features, building position, preliminary grading, location of paving for walkways, driveways and parking, basic landscaping, and fencing locations. Also

DIVISION OF FACILITIES AND CONSTRUCTION MANAGEMENT
ARCHITECTURAL/ENGINEER FEES

EFFECTIVE DATE: February 3, 2022

included are the normal connections required to service the building such as water, drainage, and sanitary systems, if applicable.

- F. Renovation: Complexity modifier for renovation is intended for capital development projects only. The fee schedule for the HPBS consultants applies to all applicable capital development projects including renovations.
- G. Not included in the basic services are amounts to cover direct and reimbursable costs such as printing and travel. These costs are reimbursed at 105% of cost; travel will be determined as per state travel guidelines. Travel from servicing office location to the site less than 100 miles is included in the basic fee.
- H. Instructions for determining fee: determine if the project is Architectural or Engineering; by use of building type, determine which schedule to use; using the proper budget range and schedule type, find the basic fee percentage. The basic fee is then determined by multiplying the construction budget by the scheduled percentage. The total fee is then determined by combining the basic services fee with the complexity of consultant fee and complexity of scope fee. Complexity of consultant and complexity of scope is intended for development projects only.
- I. Basic Services will vary from project to project. For example, projects that don't require a complete A/E team or projects that require a specific discipline to take on a higher percentage of the work would necessitate a revision of the percentage allocation. The following is an example of a typical project allocation as a percentage of the fee. **THE ALLOCATION WILL BE DETERMINED ON A PROJECT BY PROJECT BASIS BY THE PRIME FIRM.**

Architectural 60%

Mechanical 15%

Structural 12%

Electrical 10%

Civil 3%

- J. The HPBS consultants are hired directly by the building owner, often DFCM, but occasionally another state agency such as a College or University. Typical total fee for the three consultants will equal between .6 – 2% of the project's construction budget.
- K. DFCM may elect to post a maximum allowable fee when soliciting for a project. When a maximum fee is posted any questions or concerns need to be addressed during the question period of the solicitation. If the fee is not adjusted by addendum it is to be considered accepted.

SCHEDULE OF ARCHITECTURAL PROJECT COMPLEXITY

Schedule -A	Schedule - B	Schedule - C	Schedule -D	Schedule - E
Considerably less than average Complexity	Less than Average Complexity	Average Complexity	More than average Complexity	Considerably more than average Complexity
Warehouses Parking Structures Garages Farm Structures Residential Housing Capital Improvement Roofing Projects	Student Housing Office Buildings Complex Parking Structures Liquor Stores Visitor Centers Shop & Maintenance Facilities Tenant Improvement Projects	Classroom Buildings General Teaching Spaces Clinics Gymnasias Armories Nursing Homes Care Facilities Athletic/Fitness Cntr. Mixed-Use Housing Public Safety Admin. Laundry Capital Improvement Projects	Complex Classroom Bldgs. Libraries Dinning Facilities Theaters - no stage Arenas Auditoriums - no stage Medical Schools Specialty Schools Physically Disadvantaged Adult or Youth Detention Court Facilities Performing Arts Medical Clinics Skilled Nursing Data Facilities Recreation Facilities Teaching Labs	Scientific Research Medical Research Engineering Research Hospitals Museums Mental Health Facilities Prison Facilities Stadiums Emergency Ops Center Fish Hatcheries Veterinarian Facilities Auditorium - w/Stage Theater - w/Stage
Complexity of Scope		Complexity of Consultant not included in the complexity of building type		
Schedule Acceleration Seismic Upgrade LEED Certification Complex Site Conditions Photo-realistic Rendering Additional Energy Measures Historical Renovation Complex Engineering Travel	Programming Master Planning Feasibility Studies	Commissioning Envelope Commissioning Envelope Testing Energy Modeling Site Surveys Geotechnical Surveys	Specialty Consultants Lab Consultants Complex Landscape Kitchen Consultant Acoustical Consultant Traffic Consultant Third Party Schedule Consultant Third Party Cost Consultant	FF&E Design Branding IT/AV

Complexity of consultant and complexity of scope is intended for Development projects only.

STATE OF UTAH

ARCHITECTURAL PROJECT DESIGN FEE SCHEDULE

Construction Budget	Schedule A	Schedule B	Schedule C	Schedule D	Schedule E
\$49,999 and below	9.90%	10.49%	11.09%	11.68%	12.38%
\$50,000 to \$99,999	9.41%	10.00%	10.59%	11.19%	11.88%
\$100,000 to \$149,999	9.11%	9.70%	10.30%	10.89%	11.58%
\$150,000 to \$199,999	8.81%	9.41%	10.00%	10.59%	11.29%
\$200,000 to \$299,999	8.51%	9.11%	9.70%	10.30%	10.99%
\$300,000 to \$499,999	8.22%	8.81%	9.41%	10.00%	10.69%
\$500,000 to \$749,999	7.92%	8.51%	9.11%	9.70%	10.40%
\$750,000 to \$999,999	7.62%	8.22%	8.81%	9.41%	10.10%
\$1,000,000 to \$1,499,999	7.33%	7.92%	8.51%	9.11%	9.80%
\$1,500,000 to \$1,999,999	7.03%	7.62%	8.22%	8.81%	9.50%
\$2,000,000 to \$2,999,999	6.73%	7.33%	7.92%	8.51%	9.21%
\$3,000,000 to \$3,999,999	6.53%	7.13%	7.72%	8.32%	9.01%
\$4,000,000 to \$4,999,999	6.34%	6.93%	7.52%	8.12%	8.81%
\$5,000,000 to \$7,999,999	6.14%	6.73%	7.33%	7.92%	8.61%
\$8,000,000 to \$11,999,999	5.94%	6.53%	7.13%	7.72%	8.42%
\$12,000,000 to \$14,999,999	5.64%	6.14%	6.63%	7.13%	7.62%
\$15,000,000 to \$19,999,999	5.45%	5.94%	6.44%	6.93%	7.43%
\$20,000,000 to \$24,999,999	5.25%	5.74%	6.24%	6.73%	7.23%
\$25,000,000 to \$29,999,999	5.15%	5.64%	6.14%	6.63%	7.13%
\$30,000,000 to \$34,999,999	5.05%	5.54%	6.04%	6.53%	7.03%
\$35,000,000 to \$39,999,999	4.95%	5.45%	5.94%	6.44%	6.93%
\$40,000,000 to \$49,999,999	4.85%	5.35%	5.84%	6.34%	6.83%
\$50,000,000 and above	4.75%	5.25%	5.74%	6.24%	6.73%
For renovation projects add to percentage above for the portion that is renovation	0.50%	0.65%	0.75%	0.85%	1.00%

Complexity modifier for renovation is intended for Capital Development Projects only.

HPBS Consultants	Schedule A	Schedule B	Schedule C	Schedule D	Schedule E
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EnE fee	5-10k Qualitative Only	8-15k Qualitative Only	.05 - .1%	.1 - .15%	.15 - .22%
BECxA fee	10-20k	.1 - .15%*	.15 - .2%*	.15 - .2%*	.2 - .25%*
CxA fee	.3 - .5%	.5 - .75%	.75 - 1%	1 - 1.25%**	1 - 1.5%**

* The minimum fee for the BECxA on these projects will be \$15k. If the percentage on the chart = less than \$15k, \$15k should be used on the CBE.

** This fee included employing analytics on the BAS for the project and 1-2 years of continuous commissioning by the CxA.

SCHEDULE OF ENGINEERING PROJECT COMPLEXITY

Schedule -A	Schedule - B	Schedule - C
Below Average Complexity	Average Complexity	Above Average Complexity
Average Retaining Walls and Foundations Average Parks, Marinas and Rec Area's Average Roads and Streets Average Storm Drain & Sewage Collection Small Dams Small Bridges Roofing Seismic Upgrade Water Wells Water Tanks Pump Station Lift Station	Complex Retaining Walls and Foundations Complex Parks, Marinas and Rec Area's Complex Roads and Streets Complex Storm Drain & Sewage Collection Large or Complex Small Dams Asymmetric Bridges Airport with Complex terminal Facilities Capital Improvement Projects ** Sewage & Water Treatment Facilities * Average Telecom Facilities Electrical & Data Transmission * Solid Waste Disposal Average Acoustical Design Air Pollution Abatement, Control and Testing Water Reservoirs Utility Tunnel	Unusual Foundations with Complex Soils Complex Acoustical Design Complex Mechanical and Electrical Controls * Storm Drain & Sewers - Heavily Urbanized Area Complex Large Dams Extremely Complex Bridges Complex Sewage & Water Treatment Facilities * Complex Telecom Facilities * Complex Utility Tunnels

Complexity of Scope	Complexity of Consultant	
Commissioning Schedule Acceleration Complex Site Conditions Observation and Inspection Seismic Upgrade	Programming Master Planning Feasibility Studies Specialty Consultants	Site Surveys Geotechnical Surveys Arc/Fault Current Study

These are examples of additional services that are not included in the complexity of schedules A-C. These services will be negotiated singularly and shall require a separate fee proposal. Complexity of consultant and complexity of scope is intended for Development projects only.

*These types of projects would need systems commissioning (CxA).

**These projects could potentially need either systems or building envelope commissioning services depending on the project.

STATE OF UTAH
ENGINEERING PROJECT DESIGN FEE SCHEDULE

Construction Budget	Schedule A	Schedule B	Schedule C
\$49,000 and below	11.88%	12.87%	13.86%
\$50,000 to \$99,999	10.89%	11.88%	12.87%
\$100,000 to \$149,999	10.40%	11.39%	12.38%
\$150,000 to \$199,999	9.90%	10.89%	11.88%
\$200,000 to \$299,999	9.41%	10.40%	11.39%
\$300,000 to \$499,999	8.91%	9.90%	10.89%
\$500,000 to \$749,999	8.42%	8.91%	9.60%
\$750,000 to \$999,999	7.92%	8.42%	9.11%
\$1,000,000 to \$1,499,999	7.52%	8.02%	8.71%
\$1,500,000 to \$1,999,999	7.13%	7.62%	8.32%
\$2,000,000 to \$2,999,999	6.93%	7.43%	8.12%
\$3,000,000 to \$3,999,999	6.73%	7.23%	7.92%
\$4,000,000 to \$4,999,999	6.53%	7.03%	7.72%
\$5,000,000 to \$6,999,999	6.34%	6.83%	7.52%
\$7,000,000 to \$11,999,999	6.14%	6.63%	7.33%
\$12,000,000 to \$19,999,999	5.94%	6.44%	7.13%
\$20,000,000 to \$29,999,999	5.84%	6.34%	7.03%
\$30,000,000 to \$49,999,999	5.74%	6.24%	6.93%
\$50,000,000 and above	5.64%	6.14%	6.83%
For renovation projects add to percentage above for the portion that is renovation	0.50%	0.75%	1.00%

16.2 ATTACHMENT B – DESIGN AGREEMENT TO WORK WITHIN THE FLCC

Attachment B

Agreement to Work within the FLCC

Submitted By: _____

By submitting this proposal and by signing this Agreement, if chosen as the AOR for the new South Salt Lake City Public Works Campus (Project), we the undersigned commit to work with the Owner, South Salt Lake City Corporation (CITY), the Owner's Representative, and the Selected CMR to provide design and construction administration services to accomplish the Project within the FLCC.

- Cost estimating services - In order to provide this level of service we the undersigned recognize that it will be necessary to provide ongoing/continuous cost estimating services during the design and construction period of this contract to provide the CITY with an accurate representation of the cost of the design and Project to allow the CITY to make the best financial decisions for the Project.

Furthermore, the AOR recognizes that through the preconstruction and construction phases of the Project, the AOR will be relied upon to provide:

- Monthly monitoring of the design as it relates to the construction and material marketplace.

These Items outlined in the above attachment are critical to maintaining the FLCC. By signing this document, we agree to use the resources of our organization and with the best efforts of our firm members to deliver the new South Salt Lake City Public Works Campus within the FLCC.

Signed _____

Company Name _____

Date _____

16.3

ATTACHMENT C –SSLC PSA



*City of South Salt Lake
220 E. Morris Ave., Suite 200
South Salt Lake City, Utah 84115
Phone: (801) 483-6000*

PROFESSIONAL SERVICES AGREEMENT – XXX[DESCRIPTION]XXX

This Professional Services Agreement ("Agreement") is by and between **THE CITY OF SOUTH SALT LAKE**, hereinafter referred to as "THE CITY", and _____ **[VENDOR]**, hereinafter referred to as "CONSULTANT". Collectively, the CITY and CONSULTANT are referred to as "PARTIES":

WITNESSETH:

WHEREAS, the CITY desires to retain CONSULTANT to perform XXX [description of services] XXX, on a non-exclusive basis and as assigned by the CITY's representative;

WHEREAS, CONSULTANT submitted a XXX [Statement of Qualifications/Proposal/Quote] XXX to the CITY, outlining the CONSULTANT's ability to perform such services, attached hereto as **Exhibit A**, and represents that it has the personnel with technical expertise, experience and knowledge to perform such work for the CITY;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **SCOPE OF SERVICES**

CONSULTANT shall provide XXX [description of services] XXX, as assigned by the CITY's representative.

CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession who is currently practicing under similar circumstances.

2. **TERM & TIME OF PERFORMANCE**

CONSULTANT shall perform Services, as assigned by the CITY's representative, from the time this Agreement is executed until this Agreement's expiration on _____ **[date]**. During the term of this Agreement, CONSULTANT shall work diligently to complete the Services to the satisfaction of the CITY.

3. **COMPENSATION**

A. **Compensation** - During the term of this Agreement, the compensation paid by the

CITY to CONSULTANT for all Services specified herein shall be \$XXX per hour, not to exceed \$XXX per fiscal year. Any compensation exceeding this amount must be pre-authorized in writing by the Mayor of the CITY.

B. Method and Time of Payment - Payment shall be made in the following manner:

- (i) CONSULTANT shall submit monthly invoices to the CITY for work completed to date. All such invoices shall (a) provide an itemization of Services performed during the previous month, (b) indicate the percentage of each Service that has been completed by CONSULTANT as of the date of the invoice, (c) indicate the total amount charged for each Service during the previous month, (d) indicate the time spent by each of the CONSULTANT's employees and approved subcontractors assigned to the Project during the previous month, and (e) provide a summary of all other direct and indirect costs incurred by CONSULTANT during the previous month that pass to the CITY pursuant to the terms of this Agreement. All such invoices will be based on actual cost incurred.
- (ii) The CITY shall reimburse CONSULTANT within thirty (30) calendar days after the receipt of each invoice.
- (iii) CONSULTANT shall maintain complete records of all costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of five (5) years after final payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of the CITY for inspection and audit.

C. Compensation After Termination - In the event that this Agreement is terminated as provided below, the CONSULTANT shall be compensated for all hours worked and other expenses incurred under this Agreement prior to the date of receipt of the termination notice or other termination date specified in such notice, except that compensation shall not exceed the amount stated in paragraph 3A. The CONSULTANT and any of its subcontractors, agents and legal representatives agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement.

4. CHANGES AND ADDITIONAL SERVICES

This Agreement constitutes the entire agreement between the CITY and CONSULTANT and it may not be amended or altered in any way except by a written amendment signed by both parties to this Agreement; provided, however, that at any time during the term of this Agreement the CITY, by written notice to CONSULTANT, may modify the scope of the Services to be furnished by CONSULTANT under this Agreement. If such modification causes an increase or decrease in the amount of Services to be provided by CONSULTANT or in the amount of time required for their performance, equitable adjustment shall be made to the provisions of this Agreement for payments to CONSULTANT.

5. **TERMINATION**

- A. CONSULTANT or CITY may terminate this Agreement at any time with or without cause by giving 30-days advance written notice of such termination.
- B. In the event of any such termination, the CONSULTANT shall deliver to the CITY, as the property of the CITY, all designs, reports, drawings, studies, estimates, computations, memoranda, documents, and other papers or materials either furnished by the CITY or prepared by or for the CONSULTANT under this Agreement.

6. **COPYRIGHT AND OWNERSHIP OF DOCUMENTS**

No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of CONSULTANT. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items prepared under this Agreement shall vest in the CITY upon payment to the CONSULTANT for all Services rendered herein through the date of the expiration or termination of this Agreement.

7. **ASSIGNMENT**

The CONSULTANT's rights, obligations and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY. However, claims for money due to the CONSULTANT from the CITY under the terms of this Agreement may be assigned to a bank, trust company or other such financial institution, provided that prompt written notice of such an assignment is given to the CITY. None of the Services covered by this Agreement shall be subcontracted without the prior written approval of the CITY.

8. **INDEPENDENT CONTRACTOR**

CONSULTANT will act as an independent contractor in the performance of the Services under this Agreement. Accordingly, CONSULTANT shall be responsible for the payment of all required business license fees and all taxes including Federal, State and local taxes arising from CONSULTANT's activities under the terms of this Agreement.

9. **PROHIBITED INTERESTS**

No officer, member or employee of the CITY, no member of the CITY's governing body and no other public official of the locality or localities in which the Project is being carried out who exercises any functions or responsibilities in the review and approval of this Project shall participate in any decision related to this Agreement affecting, either directly or indirectly, his or her own personal interest.

10. **CONFLICTS OF INTEREST**

- A. CONSULTANT hereby certifies that the company and any personnel assigned to

work for the CITY under this Agreement are not involved in other community projects that would pose a conflict to the CONSULTANT's ability to successfully carry out the responsibilities of this Agreement. If potential conflicts arise during the term of this Agreement, the CONSULTANT agrees to notify the CITY immediately in writing and discuss the potential issues and work with the CITY to address any potential issues arising from the situation.

- B. The CONSULTANT covenants that it presently has no known personal or pecuniary interest and shall not knowingly acquire such interest, directly or indirectly, which could conflict in any manner with the performance of Services under this Agreement, including the submission of impartial reports and recommendations.

11. **STATUS VERIFICATION SYSTEM**

- A. Pursuant to Utah Code Ann. § 63G-12-302, the CONSULTANT certifies that it is registered with and participates in a Status Verification System, as defined in the Utah Code, to verify the work eligibility status of its new employees that are employed in the state of Utah. The CONSULTANT further agrees that it will require any subcontractor performing work on this project to similarly certify that it is registered with and participates in a state-approved Status Verification System to verify the work eligibility status of its new employees that are employed in the state of Utah. The CONSULTANT will, within five days written notice, provide proof of enrollment and participation in a Status Verification System to the CITY.
- B. Alternatively, if CONSULTANT is a sole proprietor or otherwise has no employees besides the individual performing Services, CONSULTANT may provide CITY with a signed affidavit confirming that CONSULTANT:
 - (i) is a single individual and has no employees; and
 - (ii) is able to provide CITY with verified proof of the individual's legal eligibility to work in the United States.

12. **INDEMNIFICATION**

CONSULTANT expressly agrees to hold and save harmless and indemnify the CITY, its officers, agents, servants and employees for liability of any nature (including, without limitation, reasonable attorneys' fees) related to a breach of this Agreement by CONSULTANT, the Services provided under this Agreement by CONSULTANT or arising from any act or omission of CONSULTANT or of any employee or agent of CONSULTANT.

13. **INSURANCE**

CONSULTANT has delivered to CITY a certificate of insurance demonstrating that CONSULTANT has in effect liability and other insurance appropriate to provide protection from claims arising from the Project resulting from the acts or omission of

CONSULTANT, its agents or employees and all subcontractors or suppliers as well as their agents or employees, for whom CONSULTANT may be liable. The certificate of insurance will demonstrate that CONSULTANT has, at minimum, the following types of insurance coverage:

- a. Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than \$1,000,000 for each: accident, disease, and employee. No owner or officer may be excluded; or, if any exclusions exist, **no excluded proprietor, partner, executive officer, member, or individual may perform any work pursuant to this agreement.**
- b. Liability insurance providing protection for claims arising from bodily injury, sickness or disease, death, damage to property, damage from business interruption, and motor vehicle accidents. CONSULTANT shall maintain coverage in the minimum amount of two million dollars (\$2,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, and must name the City as an additional insured.

The amounts of insurance required in the foregoing subsections may be satisfied by the CONSULTANT purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the required limits specified above. Evidence of excess liability or umbrella policies shall include a schedule of underlying coverages. The insurance shall be provided by an insurance carrier with a rating of A- or better as rated by AM Best. The certificate(s) of insurance shall be attached to this Agreement as **Exhibit B** and incorporated by this reference.

14. CONFIDENTIALITY

- A. The parties (and their employees, agents and contractors) shall not disclose, except to each other, any proprietary information, professional secrets or other information, records, data and data elements (including, but not limited to, protected health information) collected and maintained in the course of carrying out the responsibilities under this Agreement, unless such party receives prior written authorization to do so from the other party or as required by law.
- B. Notwithstanding paragraph 14A, the CONSULTANT recognizes that documents provided to the CITY are subject to the Government Records Access and Management Act (GRAMA), Utah Code Ann. § 63G-2-101 et seq., and that records are presumed public unless appropriately classified as protected, private, or controlled. Any document for which protected or private status is sought should be so marked by the CONSULTANT to avoid unauthorized disclosure to the public.
- C. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The parties shall ensure that their respective employees, agents and contractors are aware of and shall comply with the aforementioned obligations.
- D. Either party that breaches the confidentiality agreement herein shall be liable to the

non-breaching party for any damages that result from the breach of confidentiality (including, without limitation, reasonable attorneys' fees).

15. **DEFAULT**

In the event there is a default with respect to any of the provisions of this Agreement or its obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this paragraph.

16. **GOVERNING LAW**

This Agreement shall be interpreted under and governed by the laws of the State of Utah.

17. **NOTICES**

All written notices to CONSULTANT shall be considered sufficiently given if mailed, delivered in person, or emailed to:

XXX

All invoices, written reports and written notices given to the CITY shall be considered sufficiently given if mailed, delivered in person, or transmitted by facsimile machine to:

XXX

18. **ENTIRE AGREEMENT**

This Agreement cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties, and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the parties hereto.

19. **CONFLICTS WITH TERMS IN EXHIBITS**

To the extent there are any conflicts between the terms in this Agreement and the terms in **Exhibit A** or **Exhibit B**, the terms of this Agreement shall supersede those terms. All non-conflicting terms in those exhibits are incorporated by reference into this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates set forth below.

For CONSULTANT:

For CITY:

Dated: _____

Dated: _____

By: _____

By: _____

Title: _____

Cherie Wood, Mayor

Attest: _____

Ariel Andrus, City Recorder

Approved as to form:

City Attorney