

Council Meeting of November 5, 2014

Agenda Item No. 7c

REQUEST FOR COUNCIL ACTION

SUBJECT: LED Street Lights Consultant

SUMMARY: Approve an agreement with Envision Engineering as the LED Street Lights Consultant in an amount not to exceed \$22,115.00.

FISCAL IMPACT: The funds for this project are available in the Roads Capital Account.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement with Envision Engineering as the LED Street Lights Consultant in an amount not to exceed \$22,115.00.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 14-202 authorizing the Mayor to execute an agreement with Envision Engineering as the LED Street Lights Consultant in an amount not to exceed \$22,115.00.

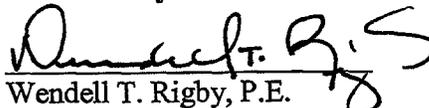
Roll Call vote required

Prepared by:



Tim Peters, M.B.A.
Public Services Manager

Reviewed by:



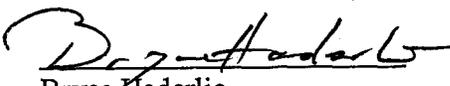
Wendell T. Rigby, P.E.
Director of Public Works

Reviewed as to Legal Sufficiency:



Jeffery Robinson
City Attorney

Recommended by:



Bryce Haderlie
Interim City Manager

BACKGROUND DISCUSSION:

This Agreement will provide consulting services to assist with preparing an RFP for the Roadway Luminaire Replacement Project to Light Emitting Diodes (LED). This project will replace existing metal halide and high pressure sodium luminaires, using the existing pole spacing and heights throughout the city. The consultant will assist the city in achieving project goals in meeting the illumination performance requirements for various applications while maximizing the economic performance requirements. The consultant will work with City staff to prepare a Request for Proposal to be solicited to suppliers that will define the required sustainable illumination performance requirements including vertical and horizontal illumination requirements, uniformity, color quality, light trespass, glare metrics, etc. Consultant will provide technical support and guidance on SSL/LED terms and concepts, application, industry standard testing, certifications and compliance.

Consultant will also help the City review proposals that are submitted as a result of the RFP, and help select vendor(s) for the LED products.

The City advertised the request for proposals two weeks prior to the due date of October 23, 2014. One proposal was received by Envision Engineering. It is recommended that the City accept Envision Engineering's proposal for the work in an amount not to exceed \$22,115.00.

Attachments:

Resolution
Agreement

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 14-202

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE
CITY OF WEST JORDAN AND ENVISION ENGINEERING**

Whereas, the City Council of the City of West Jordan has received one proposal for the LED Street Light Consultant from Envision Engineering in the amount of \$22,115.00; and

Whereas, the City Council desires to award the contract to Envision Engineering which award shall not be binding upon the City of West Jordan unless and until the contract is fully executed by the parties; and

Whereas, the proposed contract between the City of West Jordan and Envision Engineering (a copy of which is attached as **Exhibit A**) for the LED Street Light Consultant has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Envision Engineering n for the LED Street Light Consultant is acceptable for an amount not to exceed \$22,115.00.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

- Section 1. The agreement for LED Street Light Consultant is hereby awarded to Envision Engineering which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.
- Section 2. Agreement between the City of West Jordan and Envision Engineering in the amount of \$22,115.00; and
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 5th day of November 2014.

Kim V. Rolfe
Mayor

ATTEST:

MELANIE S. BRIGGS
City Recorder

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Ben Southworth	_____	_____
Justin D. Stoker	_____	_____
Mayor Kim V. Rolfe	_____	_____

AGREEMENT FOR PROFESSIONAL SERVICES

City of West Jordan LED Street Lights Consultant

THIS AGREEMENT, made this 5th day of November 2014 between the City of West Jordan, a municipal corporation (hereinafter referred to as "City"), and Envision Engineering (hereinafter referred to as "Consultant").

WHEREAS, the City desires to obtain engineering services from Consultant, and Consultant desires to provide these services to City. City and Consultant, therefore, agree as follows:

1. **RETENTION AS CONSULTANT.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Paragraph 2 herein. Consultant warrants it has the qualifications, experience and facilities to properly perform these services.

2. **DESCRIPTION OF SERVICES.** The services to be performed by Consultant shall be as follows:

(1) See attached Request for Proposal and Envision Engineering submitted Proposal. (Exhibit A)

The above services shall be performed in accordance with the City's Request for Proposal inclusive of the Consultant's Proposal dated October 23, 2014 which are incorporated herein by this reference. The Proposal is more fully set forth in Exhibit A which is attached to this Agreement.

3. **COMPENSATION AND PAYMENT.** Except for authorized extra services (pursuant to Paragraph 4), if any, the total compensation payable to Consultant by City for the services described in Paragraph 2 shall not exceed the sum of \$22,115.00

All payments shall be made within thirty (30) calendar days after the Consultant has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City. Invoices shall be made no more frequently than on a monthly basis, and shall describe work performed.

4. **EXTRA SERVICES.** City shall pay Consultant for extra services which are authorized in writing in addition to the services described in Paragraph 2, in such amounts as mutually agreed to in advance. Unless the City and Consultant have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist.

5. **SERVICES BY THE CITY.** The City shall perform the following services:

- (1) Provide to Consultant copies of available information related to the project and project site.
- (2) Promptly review Consultants work and provide Consultant with comments, if any, in a timely manner.

6. **PROGRESS AND COMPLETION.** Consultant shall commence work on the services to be performed upon receiving an executed copy of this Agreement from the City.

7. **OWNERSHIP OF DOCUMENTS.** All drawings, designs, data, photographs, reports and other documentation, including duplication of same prepared by Consultant in the performance of these services, shall become the property of City upon termination of the consulting services pursuant to this agreement and

upon payment in full of all compensation then due Consultant. The City agrees to hold the Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Consultant is first obtained.

8. **PERSONAL SERVICES; NO ASSIGNMENT; SUBCONTRACTOR.** This Agreement is for professional services, which are personal services to the City. The following persons are deemed to be key member(s) of or employee(s) of the Consultant's firm, and shall be directly involved in performing or assisting in the performance of this work:

David P. Whitton, PE, LC, LEED AP-Principal in Charge
Ken Reynar – Associate Principal, Principal Lighting Designer
David Tibbitts – Project Manager, Senior Lighting Designer

Should these individuals be removed from assisting in this contracted work for any reason, the City shall have the right to approve the replacement individuals assigned to the project or may terminate this Agreement.

This Agreement is not assignable by Consultant, without the City's prior consent in writing.

9. **HOLD HARMLESS AND INSURANCE.**

A. Indemnity.

Consultant shall indemnify and hold the City, its elected officials, officers and employees, harmless from all claims, lawsuits, demands, judgments or liability including reasonable attorney's fees, but not limited to, general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the negligent acts, errors and omissions of the Consultant in performing the services described.

B. Insurance.

Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry:

- (1) workers compensation insurance adequate to protect Consultant from claims under workers compensation acts;
- (2) professional errors and omissions insurance in the amount not less than \$1,000,000; and
- (2) general personal injury and property damage liability insurance and automobile liability insurance with liability limits of not less than \$1,000,000 for each claimant and \$1,000,000 for each occurrence related to the injury or death of a person or persons and for property damage. The City, its officers and employees, shall be named as an additional insured.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah which are carry a Moody's rating of not less than B+. Consultant shall provide City with copies of certificates (on the City certificate form) for all policies reflecting the coverage, with an endorsement that they are not subject to cancellation without thirty (30) calendar days prior written notice to City.

10. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties to this Agreement shall be that of independent contractor(s). In no event shall Consultant be considered an officer, agent, servant or employee of City. The Consultant shall be solely responsible for any worker's compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work.

11. **STANDARD OF CARE.** Consultant services shall be performed in accordance with the skill and care ordinarily exercised by members of the same profession performing the same or similar services at the time Consultant's services are performed. Consultant shall, at Consultant's sole expense reperform any services not meeting this standard.

12. **CORRECTIONS.** In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to and paid by Consultant. "Errors in the work" as referred to above does not include and shall be in addition to, "redlines" or other standard corrections which are provided to Consultant by City.

13. **TERMINATION BY CITY.** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

14. **ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release to City from all claims and liabilities for compensation to, or claimed by, Consultant for anything done, finished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check.

However, approval or payment by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and/or competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents or consultants.

15. **WAIVER; REMEDIES CUMULATIVE.** Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

16. **CONSTRUCTION OF LANGUAGE OF AGREEMENT.** The provisions of this Agreement shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

17. **MITIGATION OF DAMAGES.** In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

18. **RECORDS ADMINISTRATION.** The Consultant shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Consultant for costs authorized by this contract. These records shall be retained by the Consultant for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.

19. **GOVERNING LAW.** This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.

20. **CAPTIONS.** The captions or headings in the Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

21. **AUTHORIZATION.** Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

22. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** The Consultant represents that it has not: (a) 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; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (c) 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, Title 2, Chapter 4 of the City of West Jordan Municipal Code.

23. **EQUAL OPPORTUNITY CLAUSE.** The Consultant agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Consultant agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.

24. **ENTIRE AGREEMENT BETWEEN PARTIES.** Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

25. **PARTIAL INVALIDITY.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

26. **NOTICES.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United States mail, postage prepaid, or by facsimile with proof of transmission, and addressed as follows:

TO CITY: CITY OF WEST JORDAN
Brian Clegg
8000 South Redwood Road
West Jordan, Utah 84088
Facsimile No.: (801) 569-5127

With a copy to the City Attorney
Jeff Robinson, City Attorney
8000 South Redwood Road
West Jordan, Utah 84088
Facsimile No.: (801) 569-5149

TO CONSULTANT: Mathew Winward.
G. Brown Design & Jacobsen Irrigation Design
610 East South Temple, St., Ste. 50
Salt Lake City, UT 84102
P: 801-575-6066
F: 801-575-6166

EXECUTION OF AGREEMENT

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CITY OF WEST JORDAN

ATTEST:

Kim V. Rolfe
Mayor

Melanie Briggs, MMC
City Recorder

APPROVED AS TO LEGAL FORM



City Attorney

CONSULTANT

By: _____

Its: _____

STATE OF _____)

:SS

COUNTY OF _____)

On this ____ day of _____, 2014, personally appeared before me,
_____, who being by me duly sworn did say that he is the
_____ of _____, a
corporation, and that the foregoing instrument was signed in behalf of said corporation by
authority of its Board of Directors, and he acknowledged to me that said corporation executed the
same.

NOTARY PUBLIC

My Commission Expires:

Residing in _____ County, _____

EXHIBIT A
(Consultant Proposal)



October 23, 2014

City of West Jordan Records Office
Attention: LED Street Lights Consultant
8000 South Redwood Road
West Jordan, UT 84088

Total Pages: 5

Project Name: **West Jordan LED Street Lights Consultant**

We are pleased to submit a proposal to provide consulting electrical engineering services for the above-referenced project. The following is a proposed agreement of the general and electrical design scope, consulting electrical engineering services, deliverables and associated compensation, and terms and conditions.

General Design Scope:

Replacement of approximately 5,000 existing street light fixtures on existing poles with new light fixtures using LED light sources in the City of West Jordan, Utah.

Lighting Design Scope:

The lighting design scope is limited to the following items. Additional items may be added to the scope at an extra cost:

Lighting Design Consulting Scope

1. Attendance at meetings; up to four (4) total.
2. Review and evaluate existing conditions at fifteen (15) representative locations.
 - Spot measurements of light level and uniformity.
 - Evaluation of lighting quality and general fixture condition.
3. Recommendations and development of illumination standards for typical roadway applications within the City of West Jordan.
4. Review existing City lighting standards.
5. Review Rocky Mountain Power incentive program and determine requirements for eligibility.
6. Develop recommendations
 - Selection of replacement LED fixture heads.

ADDRESS

240 E. Morris Ave. #200
Salt Lake City, UT 84115

OFFICE

(801) 534-1130
(801) 534-1080

FAX

WEB

www.envisioneng.com
info@envisioneng.com

EMAIL



- Evaluation and comparison of photometric performance, glare control, fixture quality, maintainability, first cost, maintained cost, and manufacturer warranty.
 - Comparison of existing fixtures with proposed LED fixtures.
7. Lighting analysis and calculations
- Photometric analysis of proposed replacement LED fixture heads for fifteen (15) representative locations on major arterial, collector streets and subdivision streets.

Deliverables

Deliverables shall include:

- Recommendations and development of illumination standards for typical roadway applications within the City of West Jordan.
- A summary of existing illumination levels at fifteen (15) representative locations.
- A summary of new illumination levels at fifteen (15) representative locations.
- Fixture specification indicating approved fixture manufacturers, catalog numbers, light source type, color temperature, CRI, fixture voltage and wattage, optical control assembly, mounting configuration, and finish.
- Manufacturers catalog cut sheets and fixture data.
- Coordination with Rocky Mountain Power for incentive program eligibility.
- Assist City staff with applying for Rocky Mountain Power incentives.
- Assist City staff with pre-qualifying vendors.

Schedule

Work shall begin immediately after receipt of agreement. Following is a preliminary schedule of work:

- Week 1 – Site visits, review existing conditions.
- Week 2 - Site visits, review existing conditions; summary reports.
- Week 3 – Develop roadway lighting illumination standards; review City of West Jordan lighting standards.
- Week 4 – Review Rocky Mountain Power incentive program; begin evaluation and selection of LED fixtures.
- Week 5 – Evaluation and selection of LED fixtures; performance comparisons; begin lighting analysis.
- Week 6 – Lighting analysis.
- Week 7 – Lighting analysis; fixture schedule; catalog cut sheets and fixture data.

Many factors outside of our control may affect our ability to complete the services provided under this agreement. We will perform these services with reasonable diligence and expediency consistent with sound professional practices.



Proposed Electrical Consulting Fee:

We propose a fixed fee of **\$22,115.00**.

Should additional services be required beyond those proposed above, we propose the following hourly rates:

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$165.00
Principal Lighting Designer	\$145.00
Senior Project Manager	\$145.00
Project Manager	\$125.00
Senior Engineer	\$115.00
Engineer	\$105.00
Senior Electrical Designer	\$107.00
Electrical Designer	\$ 86.00
Senior Lighting Designer	\$125.00
Lighting Designer	\$105.00
Senior BIM Modeler	\$ 72.00
BIM Modeler	\$ 65.00
Technical Writer	\$ 60.00
Clerical	\$ 55.00
Full-size Drawings	\$ 4.35
Half-size Drawings	\$ 3.00

We have proposed services, together with a fee, that we believe are appropriate for this project. Please contact us if there are items in this agreement which you believe are not necessary, need revision, or require clarification. We would be happy to reevaluate and make changes, where appropriate. If you have any questions, feel free to contact our office.

If the above agreement, including the attached Terms and Conditions, are acceptable, please return one signed copy to our office. We will begin services upon receipt of a signed agreement.

We look forward to working with you on this project. Thank you.

Sincerely,

Ken Reynar, MIES
Senior Lighting Designer

Sincerely,

Jeffrey R. Owen, PE, LC, LEED® AP
Principal

Accepted by: _____

Print name: _____

Title: _____

Date: _____



TERMS AND CONDITIONS

In the following terms and conditions, the Consultant shall refer to Envision Engineering, PC, the Client shall refer to the business for which services are to be rendered, and the Owner shall refer to the entity to which the Client is contracted.

Retaining Sub consultants:

The Consultant reserves the right to engage the services of any sub consultants at its discretion as deemed appropriate. Such sub consultants may include any specialized consulting services determined necessary by the Consultant to carry out the scope of our services.

Billing and Payment Terms:

PAYMENT DUE: The Consultant will submit Invoices on a monthly basis that are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. Payments shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt of offsetting reimbursement or credit from other parties who may have caused additional services or expenses. No withholdings, deductions or offsets shall be made for any reason unless we have been found to be legally liable for such amounts.

INTEREST: If payment in full is not received by the Consultant within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

COLLECTION COSTS: If payments are not received when they are due and collection costs are incurred, all such collection costs incurred shall immediately become due and payable. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable staff costs at standard billing rates for our time spent in efforts to collect. This obligation to pay collection costs shall survive the term of this agreement or any earlier termination by either party.

SUSPENSION OF SERVICES: If the Client fails to make payments when due or otherwise is in breach of this agreement, the Consultant may suspend performance of services upon three (3) calendar days' notice. The Consultant shall have no liability whatsoever for any costs or damages as a result of such suspension caused by any breach of this agreement. Upon payment in full, the Consultant shall resume services under this agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

TERMINATION OF SERVICES: If the Client fails to make payment in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination of this agreement by the Consultant.

SET-OFFS, BACK CHARGES, DISCOUNTS: Payment of invoices shall not be subject to any discounts or set-offs, unless agreed to in writing by the Consultant. Payment for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this agreement by either party.

Contingency:

The Client and the Consultant agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications and that the final construction cost of the project may exceed the estimated construction cost. Therefore, the Consultant requires that the Client have the Owner set aside a reserve in the amount of five (5) percent of the project electrical construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The Client further agrees to make no claim by way of direct or third-party action against us or our sub consultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the contractor relating to such changes.

Limitation of Liability:

In recognition of the relative risks and benefits of the project, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the Consultant's liability for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that our total aggregate liability shall not exceed \$5,000.00, or the Consultant's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Standard of Care:

In providing services under this agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice and by mutual agreement between the parties, the Consultant will, without additional compensation, correct those services not meeting such a standard. The Consultant makes no warranty, express or implied, as to its professional services rendered under this agreement.



Code Compliance:

The Consultant shall exercise usual and customary professional care in its efforts to comply with all laws, codes and regulations in effect as of the date of this agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation.

In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this project, the Consultant shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Consultant in an effort to resolve this conflict.

Ownership of Instruments of Service:

All reports, plans specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service shall remain the Consultant's property. The Consultant retains all common law, statutory and other reserved rights, including the copyright thereto.

Rework:

While it is assumed that floor plans, reflected ceiling plans, mechanical systems, equipment lists, elevations, etc. will be revised during design, once the Consultant has started engineering and drafting, the Consultant limits such revisions to 10%. For floor or reflected ceiling plan changes, this is measured in terms of square footage. For mechanical or equipment changes, this is measured in terms of the number of equipment items that change electrical characteristics. Where changes exceed 10%, the Consultant will make changes on an hourly basis.

Construction Observation:

The Consultant shall visit the site at intervals as indicated in the proposal in order to observe the progress and quality of the work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on the general observation, the Consultant shall keep the Client informed about the project of the work and shall endeavor to guard the Client against deficiencies in the work.

If the Client desires more exhaustive project observation or full-time project representation, the Client shall request that such services be provided by the Consultant as additional services in accordance with the terms of the agreement. The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected neither by the Contractor nor for the Contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the Contractor in accordance with the contract documents.

The Consultant shall not be responsible for an acts or omissions of the Contractor, subcontractor, and entity performing any portions of the work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the contract documents of any applicable laws, codes or regulations.

ADDRESS

240 E. Morris Ave. #200
Salt Lake City, UT 84115

OFFICE

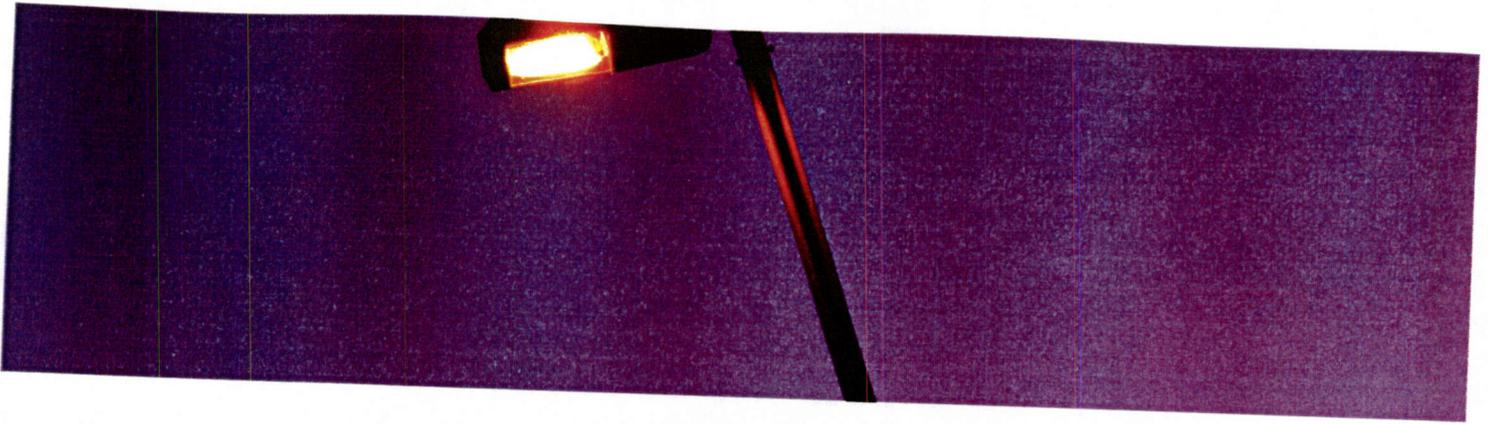
(801) 534-1130
(801) 534-1080

FAX

WEB

www.envisioneng.com
info@envisioneng.com

EMAIL



ENVISION
ENGINEERING

West Jordan LED Street Lights Consultant

Prepared for West Jordan City
October 23, 2014



October 23, 2014

City of West Jordan – Recorder's Office
8000 S. Redwood Road
West Jordan, UT 84088

Re: West Jordan LED Street Lights Consultant

We are pleased to submit our firm and qualifications for this solicitation as electrical consulting engineers and specialty lighting designers. Envision Engineering, established in 1994 (and currently celebrating its 20th year in service), is an electrical consulting engineering firm with one office located in Salt Lake City, Utah. It's DNA consists of 28 total team members including professional engineers licensed in Utah, BIM/Revit technicians, lighting certified designers, an A/V & Acoustics specialist, NICET Level 2 fire alarm and security system designers, LEED accredited professionals, and an RCDD. Principal ownership resides with Jeffrey R. Owen, PE, LC, LEED AP, and David P. Whitton, PE, LC, LEED AP.

Of most value to the City of West Jordan is our in-house Lighting Certified Professionals, custom lighting design studio and project management.

Envision can assist the City in evaluating the best LED fixtures available at optimum costs, develop the necessary standards to govern the bid and installation process, and continue to serve as an expert resource and assurance that energy savings will take precedence, rebates will be maximized, and optimum illumination levels will be met throughout West Jordan. We will do this by proposing the following available personnel:

David P. Whitton, PE, LC, LEED AP – Principal in Charge
Ken Reynar – Associate Principal, Principal Lighting Designer
David Tibbitts – Project Manager, Senior Lighting Designer

In our traditional scope of work, Envision is asked to produce street lighting design which includes not only the light fixture selection with calculated illumination levels, but design or selection of the housing and pole assembly as a whole unit. Occasionally, our firm is asked to provide retrofitting of site lighting, such as the North Temple Street lighting improvements project where Envision assisted Salt Lake City in replacing all street lighting along N. Temple from 400 West to Redwood Road. In most cases, however, the city will handle replacement in-house or work directly with a contractor for installation.

We are happy to assist West Jordan City with standards development, fixture selection and serve as a technical project resource. Envision now specifies LED fixtures for site lighting on the majority of its current projects. Envision is qualified to perform the project scope and objectives outlined on page 1 of the RFP. We look forward to this opportunity to provide our best services and deliverables to West Jordan City.

With Gratitude,


David P. Whitton, PE, LC, LEED AP
Principal



**DAVID P. WHITTON,
PE, LC, LEED® AP**
*Principal, Lighting Certified
Professional, NCQLP*

DAVE WHITTON, PRINCIPAL

Dave serves the LED Replacement Project as an available principal-level resource and Utah-licensed electrical engineer with over 20 years of experience. He is a Lighting Certified Professional (NCQLP) designer. In addition to his 20 years of lighting design experience, Dave has direct technical experience related to the objectives of the Roadway Luminaire Replacement Project. Examples include several IDIQ lighting contracts with Salt Lake City, including the N. Temple LED street lighting replacement from 400 W. to Redwood Rd. Dave brings technical skill and experienced principal oversight.

AVAILABILITY

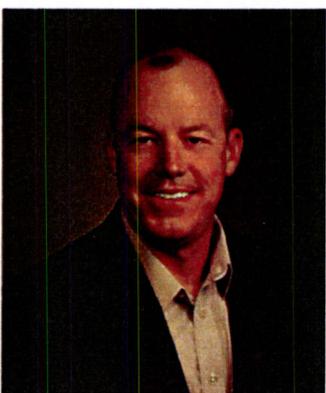
Dave can devote 10-15% of his time weekly to this project, as necessary.

EXPERIENCE & EDUCATION

Years Experience: 22

B.S., Electrical Engineering, University of Utah, 1988

Professional Engineer License: Utah #264397, 2003



KEN REYNAR
*Associate Principal,
Principal Lighting Designer*

KEN REYNAR, ASSOCIATE PRINCIPAL

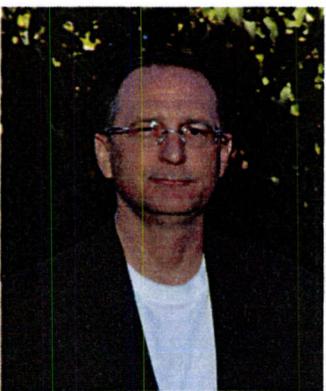
Ken is Envision’s in-house principal lighting designer with over 25 years of experience lighting spaces for nearly all indoor and outdoor purposes. His ability to match fixture selection with architecture, produce desired illumination levels and create the owner-desired scene is his passion, and his skill. His expertise lies in lighting spaces for hotels and casinos, restaurants, retail, themed entertainment venues, office buildings, airport and rental car facilities, school buildings, churches, and custom homes. Ken is also skilled in identifying optimum lumen levels compared with energy savings and ROI on desired fixtures. His principal-level expertise will serve as a resource as the LED Replacement Project moves forward, and as fixtures are evaluated/selected.

AVAILABILITY

Ken can devote up to 20% of his time weekly to this project, as needed.

EXPERIENCE

Years Experience: 25



DAVID TIBBITTS
Lighting Designer

DAVID TIBBITTS, PROJECT MANAGER

Dave also brings direct experience managing street lighting projects similar to the Roadway Luminaire Replacement Project. Below are municipal projects involving LED lighting replacement:

- City of Daly City Lighting Standards & Requirements (California)
- Transbay Center Adjacent Street LED Site Lighting Conversion (California)
- Lennar & KB Homes Neighborhoods and Adjacent Street LED Lighting in:
 - San Jose -San Francisco Bay Area
 - Kilroy -Fairfield

AVAILABILITY

David can devote up to 25% of his time weekly to this project, as needed.

EXPERIENCE

Years Experience: 28

SCOPE OF WORK & DELIVERABLES

GENERAL PROJECT DESIGN SCOPE

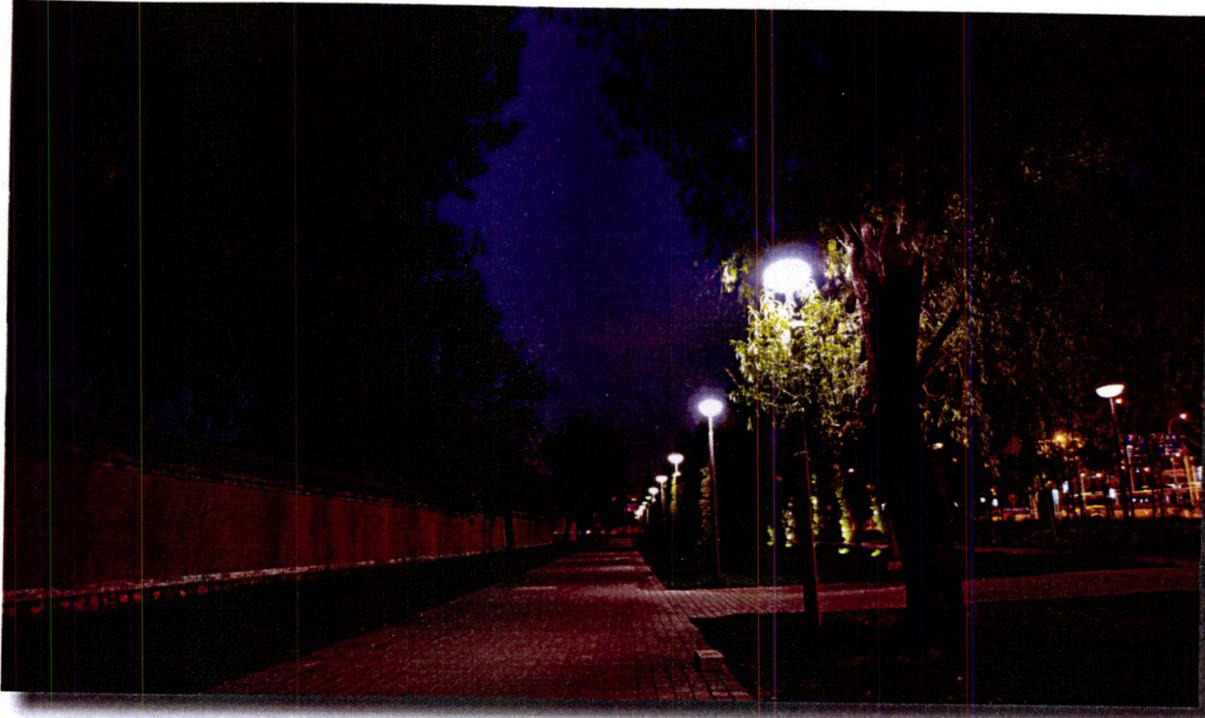
Replacement of approximately 5,000 existing street light fixtures on existing poles with new light fixtures using LED light sources in the City of West Jordan.

LIGHTING DESIGN CONSULTING SCOPE

1. Conferences.
2. Review and evaluate existing conditions at fifteen (15) representative locations.
 - Spot measurements of light level and uniformity.
 - Evaluation of lighting quality and general fixture condition.
3. Recommendations and development of illumination standards for typical roadway applications within the City of West Jordan.
4. Review existing City lighting standards.
5. Review Rocky Mountain Power incentive program and determine requirements for eligibility.
6. Develop recommendations.
 - Selection of replacement LED fixture heads.
 - Evaluation and comparison of photometric performance, glare control, fixture quality, maintainability, first cost, maintained cost, and manufacturer warranty.
 - Comparison of existing fixtures with proposed LED fixtures.
7. Lighting analysis and calculations.
 - Photometric analysis of proposed replacement LED fixture heads for fifteen (15) representative locations on major arterial, collector streets and subdivision streets.

DELIVERABLES

- A. Summary of existing illumination levels at fifteen (15) representative locations.
- B. Summary of new illumination levels at fifteen (15) representative locations.
- C. Fixture schedule.
- D. Manufacturers catalog cut sheets and fixture data.
- E. Coordination with Rocky Mountain Power for incentive program eligibility.
- F. Assist City staff with applying for Rocky Mountain Power incentives.
- G. Assist City staff with pre-qualifying vendors.



PROPOSED SCHEDULE OF COMPLETION

Work shall begin immediately after receipt of agreement. Following is a preliminary schedule of work:

WEEK 1

Site visits, review existing conditions.

WEEK 2

Site visits, review existing conditions; summary reports.

WEEK 3

Develop roadway lighting illumination standards; review City of West Jordan lighting standards.

WEEK 4

Review Rocky Mountain Power incentive program; begin evaluation and selection of LED fixtures.

WEEK 5

Evaluation and selection of LED fixtures; performance comparisons; begin lighting analysis.

WEEK 6

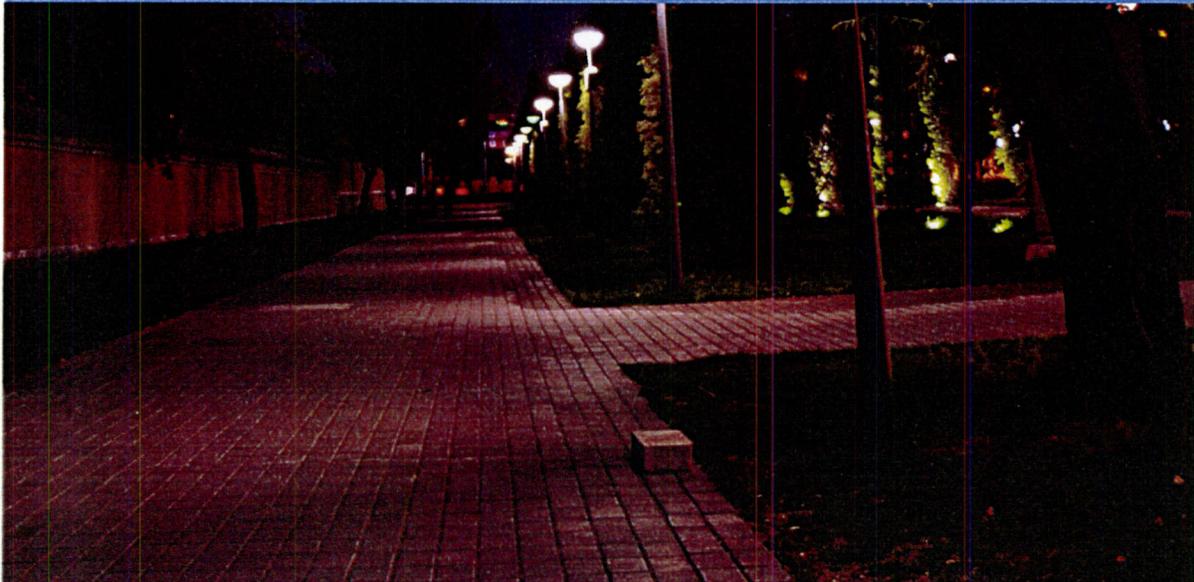
Lighting analysis.

WEEK 7

Lighting analysis; fixture schedule; catalog cut sheets and fixture data.

HOURS ALLOCATION FOR EACH TASK

<u>TASKS</u>	<u>Principal</u>	<u>Principal LD</u>	<u>Senior LD</u>
1. CONFERENCES		4	4
2. REVIEW EXISTING CONDITIONS			
site visits - 15		12	24
summary report		2	8
3. RECOMMENDATIONS AND DEVELOPMENT OF STANDARDS		8	8
4. REVIEW CITY LIGHTING STANDARDS		2	1
5. REVIEW RMP INCENTIVE PROGRAM		2	2
6. RECOMMENDATIONS	2		
fixture selection/evaluation		4	8
report comparing existing to new		2	8
7. LIGHTING ANALYSIS	2	10	30
lighting calcs for new report			
ASSIST CITY STAFF WITH REBATE APPLICATION		4	8
ASSIST CITY STAFF WITH PRE-QUALIFYING VENDORS		4	8
Totals	4	54	109





REFERENCES

North Temple LED Street Lighting Replacement

The scope of this project was to replace all of the street lights along North Temple from 400 West to Redwood Road. Lighting was replaced with LED fixtures as part of the Airport Light Rail project.

Steven Greene

Wilbur Smith Associates, Inc. (Now CDM Smith)

Email: sgreene@wilbursmith.com

Phone: 801-290-6932

TRP South Parking Lot Lighting

The scope of this project involved replacing the entire existing lighting assemblies - the fixtures and poles, replacing the units with sufficient lumen 60' high mast light poles with two-headed LED heads on the Terminal Redevelopment Program south parking lot. Associated roadway lighting around the parking lot was also replaced with LED fixtures and poles.

Roger Denny

Salt Lake City Department of Airports

Email: roger.denny@slcgov.com

Phone: 801-575-2900

Various Salt Lake City Street Lighting Replacements

Envision assisted the city with street lighting design, layout, and field coordination with new fixtures.

John Naser

Salt Lake City Corporation

Email: john.naser@slcgov.com

Phone: 801-535-7691

**CONFLICT OF INTEREST AND
NONCOLLUSION CERTIFICATE**

(To be Executed by Proposer for Professional Services
and Submitted with the Proposal)

State of Utah)
County of Salt Lake) ss.

_____, being first duly sworn, deposes and says that: (1) he or she is _____ of _____ the party ("Proposer") making the foregoing proposal for professional services; (2) that the proposal is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; (3) that the proposal is genuine and not collusive or sham; (4) that the Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other proposer or anyone else to submit a sham proposal or to refrain from proposing on the project; (5) that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price of the Proposer or of any other proposer, or to secure any advantage against the public body awarding the Professional Services Agreement or of anyone interested in the proposed Agreement; (6) that all statements contained in the proposal are true; and (7), that the Proposer has not, directly or indirectly, submitted his or her proposal price or any portion thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

The bidder, offeror, or contractor 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, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (3) 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 2.4, West Jordan City Code.

Proposer: David P. Whitton
By: Gabriel Kramer
Title: Marketing Director
Organization: Envision Engineering
Address: 240 E. Morris Ave., STE 200
Salt Lake City, UT 84115



**CITY OF WEST JORDAN
REQUEST FOR PROPOSALS**

West Jordan LED Street Lights Consultant

The City of West Jordan is soliciting written proposals from experienced and qualified firms to provide consulting services to assist with a Roadway Luminaire Replacement Project to Light Emitting Diodes (LED). This project will replace existing metal halide and high pressure sodium luminaires, using the existing pole spacing and heights throughout the city. The consultant will assist the city in achieving project goals in meeting the illumination performance requirements for various applications while maximizing the economic performance requirements. The consultant will work with City staff to prepare a Request for Proposal (see attached DRAFT) to be solicited to suppliers that will define the required sustainable illumination performance requirements including vertical and horizontal illumination requirements, uniformity, color quality, light trespass, glare metrics, etc. Consultant will provide technical support and guidance on SSL/LED terms and concepts, application, industry standard testing, certifications and compliance.

PROJECT SCOPE AND OBJECTIVES

This project will involve:

- Changing approximately 5,000 existing street lights to LED technology;
- Recommendation and development of illumination standards for various roadway applications;
- Achieving the City's illumination standard;
- Maximizing energy and energy cost savings;
- Minimizing future costs to maintain and replace the converted street lights;
- Assisting the city staff with the receipt of rebates and new monthly electricity rates from Rocky Mountain Power in a timely manner;
- Minimizing the City's administration costs;
- Interpretation and confirmation of product photometric analyses for lumen delivery and luminance uniformity of representative fixture configurations based on existing and new fixtures;
- Coordinate with Rocky Mountain Power to ensure selected projects are approved by Rocky Mountain Power for incentive eligibility.
- Photometric Analysis – determine existing streetlight placement, height, and street width, and conduct an analysis of the proposed replacement lights to show minimum equivalent

or improved lighting levels providing safe and adequate light per listed luminance standard in General Specifications for LED Luminaires .

- Conduct photometric analysis for a minimum of 15 representative locations on major arterial, collector streets and subdivisions streets that represent the range of configurations to verify existing conditions and present recommendations for specific luminaires to achieve performance standards.
- Assist the city staff by pre-qualifying vendors.

RFP DEVELOPMENT

By using the draft RFP, the consultant will develop a final request for proposal to be sent to electrical wholesaler and distributors who will establish a direct purchasing relationship to provide LED roadway luminaires to the City of West Jordan. It is anticipated that the RFP may result in a contract awarded to one or multiple suppliers.

The City of West Jordan seeks to purchase complete LED roadway luminaires and photocells to replace existing High Pressure Sodium and Metal Halide fixtures throughout the city. Purchases from the successful bidder(s) are anticipated to spread out for a period of 24 months. West Jordan wishes to maximize any rebate offered through Rocky Mountain Power for the materials submitted. The consultant would assist in the coordination with Rocky Mountain Power throughout the RFP and selection process.

West Jordan intends to select LED street light products for approximately 5000 units:

The locations are as follows: (Arterials, collectors, subdivision streets). The consultant will assist in determining the fixture type for the given application.

The RFP is designed to provide interested bidders with sufficient basic information to submit proposals that meet minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Bidders are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement; however, voluminous or overly elaborate proposals are discouraged.

In addition to the specific technical data for roadway luminaires listed within this RFP, proposers are invited to recommend any additional product provided by their firms that may be helpful to the City; however, these additional products and/or services must be directly related to roadway lighting:

Product Selection

The Consultant will also assist city staff in the evaluation and selection of LED products submitted as a result of the RFP.

Proposed timeline

Select product November/December 2014

Anticipated Meetings/Site Visits with Consultant and City Staff

Much of the work can be completed electronically (e-mail, phone calls, etc.) however; there will be some site visits required of the consultant and those are as follows:

- Initial meeting to review proposed scope, rough RFP draft with city staff and field tour of existing lighting system.
- Meeting with staff to review comments and questions (if any) from the consultant's final draft.
- Mandatory pre-bid. Take the lead and answer supplier questions.
- Review supplier's submissions to establish a list of those meeting minimum requirements.
- Review of product samples. Field mock up (night visit) confirmation of light performance data provided submittals.
- Selection of products with city staff.
- Council presentation of proposed projects (tentative).

CONSULTANT REQUIREMENTS

The City will only consider submittals from consultants that demonstrate they meet the following background requirements:

1. Five (5) years of experience in lighting design in the Western United States;
2. Consultant shall be independent and not affiliated with a specific product or vendor;
3. Consultant shall have had a minimum of three (3) projects for converting a minimum of two hundred fifty (250) luminaires (per project) to LED for energy efficiency;
4. Ability to provide qualified professionals for the project, such as electrical engineers as necessary;
5. References (3-5 references) shall include:
 - a. Contracting Agency
 - b. Contracting Agency Project Manager
 - c. Contracting Agency contact information
 - d. Contract amount
 - e. Date of contract
 - f. Date of completion
 - g. Vendor Project Manager and contact information
 - h. Number of luminaires replaced

PROPOSAL FORMAT

The proposals should contain the following information in the general order listed, and should not exceed eight (8) pages in length:

1. Introductory letter (does not count toward 8 page total).

2. A description of the project team and the qualifications of the firm to complete this project. Provide resumes of team members that will work on the project.
3. Identify the availability of the project personnel by showing the percent of time the team members have to work on this project. Identify key personnel that have LED Street Lighting qualifications and expertise.
4. A detailed scope of work prepared by the consultant including a summary of the deliverables to be provided to the City.
5. A proposed schedule to complete the scope of work.
6. A summary spreadsheet, of the amount of time in hours estimated to be spent on each task identified in the scope of work and the classification of personnel to be used. The spreadsheet shall show the hours to be spent on each task and the classification of personnel to be assigned to do each task. Identify any special services to be provided by resources outside of the firm.
7. Information about other work performed by the consultant on projects similar to this project and at least three references from other clients with whom the consultant has performed similar services. Projects completed in the Western United States.
8. In a *separate sealed envelope*, provide a single copy of the proposed project fee to complete the project with subtotals by task as identified in the scope of work. Also, include the hourly rates charged for individuals identified on the project team and a summary of all the additional reimbursable expenses.
9. A City conflict of interest form (attached) must be filled out and returned with the proposal (does not count toward the eight page total).

SUBMITTAL REQUIREMENT

Five (5) copies of the technical proposal and one copy of the sealed fee proposal shall be submitted to the City by **2:00 p.m. on October 23, 2014.**

Submittal shall be made to the City of West Jordan Records Office, Attention: LED Street Lights Consultant, 8000 South Redwood Road, West Jordan, UT 84088.

Questions pertaining to this request for proposals should be directed to Tim Peters at (801) 569-5722, or on e-mail at timp@wjordan.com. A selection committee appointed by City Administration shall review the submittal material.

SELECTION OF CONSULTANT

The successful consultant will be selected in accordance with the City procurement policy. Selection criteria to be used by the selection team include the following:

1. Appropriate level of training, experience, and expertise of key project personnel.
2. Ability to perform the work with respect to availability of key personnel, present workload, and available equipment, resources, and facilities.
3. Quality and completeness of the detailed, written work plan.
4. Past performance on similar projects for other agencies and for the City in particular.

5. Project schedule.
6. Local office, local firm presence and availability of project personnel for meeting and communicating with City personnel.
7. Previous work that reflects special expertise or groundwork available for the proposed project.
8. The professional fee proposal.
9. The quality of example reports from previous projects.

The evaluation process will be based solely on these factors. No other factors or criteria will be used in the evaluation. The evaluation process will include a numeric-scoring sheet as follows:

1.	Experience, qualifications, availability, references, location.	15 %
2.	Demonstrated understanding of the project.	15 %
3.	Scope of work to deliver the desired end product.	15 %
4.	Proposed schedule to complete the project.	10%
5.	Related project experience and example reports.	15 %
6.	Cost proposal.	<u>30 %</u>
		100 %

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA)
Utah Code Ann., Subsection 63G-2-305,

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

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

1. Provide a written Claim of Business Confidentiality at the time the information (proposal) is provided to West Jordan, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
3. Submit an electronic “redacted” (excluding protected information) copy of your proposal response. Copy must clearly be marked “Redacted Version.”

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

To ensure the information is protected, the bidder must clearly identify in the Executive Summary and in the body of the proposal any specific information for which a bidder claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of West Jordan, Utah. Materials may be evaluated by anyone designated by West Jordan as part of the proposal evaluation committee. Informative Materials submitted may be returned only at West Jordan's option.