

REQUEST FOR COUNCIL ACTION

SUBJECT: Architectural services to design Ron Wood Park maintenance yard.

SUMMARY: Approve a professional services agreement with JRCA Architects for the design of a Parks maintenance yard at Ron Wood Park.

FISCAL

IMPACT: Funding for this project is available through account number 45410001 4732061

STAFF RECOMMENDATION:

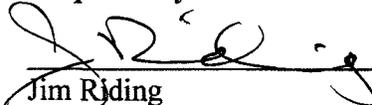
Staff recommends approval of a professional services agreement with JRCA Architects in an amount not-to-exceed \$12,900.00.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 14-33 authorizing the Mayor to execute a professional services agreement with JRCA Architects in an amount not-to-exceed \$12,900.00.

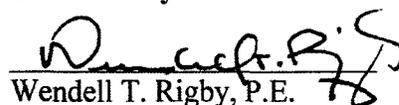
Roll Call vote required.

Prepared by:



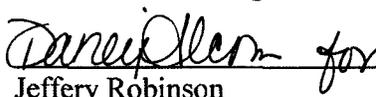
Jim Rjding
Construction Manager

Reviewed by:



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

Reviewed as to Legal Sufficiency:



Jeffery Robinson
City Attorney

Recommended by:



Richard L. Davis
City Manager

BACKGROUND DISCUSSION:

With the construction of the 10-acre portion of Ron Wood Park nearing completion, it will be necessary to complete a Parks maintenance yard similar to the yard at Veterans Memorial Park that will allow storage for all equipment necessary to maintain the existing baseball fields and the new park area. The new maintenance yard would include the following:

- Perimeter security fence with two entrances (rolling gates) The two gates are for the flow of maintenance traffic and to make an effort to reduce backing of vehicles
- Outdoor storage bins with lighting for
 - Salt (large area – possible West side satellite filling station)
 - Ball field mix
 - Topsoil
 - Sand
 - Soft fall material
- Paved yard
 - Asphalt or concrete room for the parking of 2 trucks, a spray tank, a dumpster and storage of garbage cans. A ramp adjacent to the dumpster area would be preferred for safety sake and ease of operation
- Structure: Basically something comparable to Veterans Memorial Park building which would include a small lockable office with a work station
 - Heated
 - Security similar to the Cemetery building (perimeter and motion sensors monitored through phone lines)
 - Somewhat typical 2 car garage maintenance area with a 10' high roll-up door
 - Utility sink
 - 3 windows
 - 1 “man door”
 - Interior and exterior lighting and electrical. Electrical sufficient to run a compressor.
 - 1 ½” minimum water connection/hydrant adjacent to building for filling spray tanks, wash out, etc.
 - 6 lockers (min)
 - Phone line
 - Shelving, lockable cabinets
 - Explosion proof cabinet
 - Unisex restroom

The purchasing Department sent out Request for Proposals (RFP) to 4 architects. Only one responded, JRCA Architects. The fee totaled \$12,900 which included topo and utility surveys for the design described above. Staff recommends issuing an agreement with JRCA Architects for the design.

Attachments:

Bid Tabulation
Agreement
Resolution

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 14-33

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

Whereas, the City Council of the City of West Jordan has received bids for the parks maintenance facility at Ron Wood Park with the low, responsible bid being from JRCA Architects in the amount of \$12,900.00; and

Whereas, the City Council desires to award the contract to JRCA Architects 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 JRCA Architects (a copy of which is attached as **Exhibit A**) for the construction of a parks maintenance facility at Ron Wood Park has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with JRCA Architects for the construction of a parks maintenance facility at Ron Wood Park is acceptable for an amount not to exceed \$12,900.00.

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

- Section 1. The agreement for the design of a park maintenance facility at Ron Wood Park is hereby awarded to JRCA Architects which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.
- Section 2. After approval as t legal form by the City Attorney, the Mayor is hereby authorized to execute the Agreement between the City of West Jordan and JRCA Architects in an amount not to exceed \$12,900.00.
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 26th day of February 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

REQUEST FOR PROPOSALS

**ARCHITECTURAL DESIGN SERVICES
RON WOOD PARK MAINTENANCE YARD**

CAPITAL PROJECTS

FEBRUARY 13, 2014

PROPOSALS SUBMITTED BY:	DATE RECEIVED
JRCA ARCHITECTS, INC.	February 13, 2014

AGREEMENT FOR PROFESSIONAL SERVICES

City of West Jordan Architectural Design Services for the Parks Maintenance Facility at Ron Wood Park

THIS AGREEMENT, made this 26th day of February 2014 between the City of West Jordan, a municipal corporation (hereinafter referred to as "City"), and JRCA Architects (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 JRCA 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 February 13, 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 \$12,900.00.

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:

Jim Child, AIA, LEED AP
Danny Fuchs

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
Bill Baranowski
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: Jim Child, AIA, LEED AP
JRCA Architects
577 South 200 East
Salt Lake City, UT 84111
P: 801-533-2100
F: 801-533-2101

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)



February 13, 2014

Jim Riding
Construction Manager
City of West Jordan
8030 South 4000 West
West Jordan, Utah 84088

Re: Park Maintenance Facility at Ron Wood Park

Jim:

Thank you for considering JRCA Architects to provide Architectural services for the proposed Maintenance facility at Ron Wood Park. Our previous work with the City has, hopefully demonstrated both our abilities and our commitment to the success of your projects.

I know that you are also aware of our extensive experience designing Public Works and Parks Maintenance Facilities both large and small. Specifically, we have recently completed several pre-engineered buildings for the State and have been able to implement some very effective procedures for specifying, permitting, coordinating, and scheduling these types of structures.

We propose to have Danny Fuchs, with whom you have work previously, direct this project and will further commit to completing the Construction Documents within the schedule outlined in the RFP.

We also acknowledge receipt of Addendum #1, Dated February 10, 2014.

We propose the following fixed fee to provide the required Architectural and Engineering services outlined in your request for proposal.

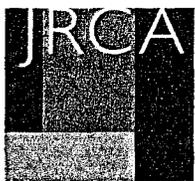
JRCA Architects, Inc.

577 South 200 East
Salt Lake City, Utah 84111
(801) 533.2100 Phone
(801) 533.2101 Fax

268 Altamire Drive
Cedar City, Utah 84720
(801)824.5823 Phone

www.jrcadesign.com

Architectural Services	\$7,000
Civil Engineering	\$ 1,200
Mechanical Engineering	\$ 1,400
Electrical Engineering	\$ 1,400
Structural Engineering	\$ 400
(Structural Engineering for the building structure and foundations will be provided by the pre-engineered building supplier and Contractor after final Contractor selection)	
Proposed Fee	\$11,400



ARCHITECTS

Additional Services:

Topographic and Utility Survey \$1,500 Allowance
(The specific required scope of this survey will be determined
after reviewing the Survey information provided by the City)

Geotechnical Investigation
(As suggested in the RFP it is assumed the previously
completed study for the Ron Wood Park will be utilized for this
project)

Thank you again for this opportunity. Please let us know if you
have any additional questions or need additional information.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jim Child'. The signature is stylized with a large, circular initial 'J' and a series of sharp, vertical strokes for the letters 'i', 'm', 'C', 'h', 'i', 'l', 'd'. The signature is written over the word 'Respectfully,'.

Jim Child, AIA, LEED AP

JRCA Architects, Inc.

577 South 200 East
Salt Lake City, Utah 84111
(801) 533.2100 Phone
(801) 533.2101 Fax

268 Altamire Drive
Cedar City, Utah 84720
(801)824.5823 Phone

www.jrcadesign.com

CITY OF WEST JORDAN, UTAH

REQUEST FOR PROPOSAL

For: ARCHITECTURAL DESIGN SERVICES

Introduction:

The City of West Jordan, Utah is seeking proposals from architectural firms to design a new park maintenance facility at Ron Wood Park.

The new facility will be constructed on a City owned site located at 8803 Ron Wood Park Drive, West Jordan, Utah.

The total budget for this project, including architectural fees is \$200,000.

The design will need to be accommodated in the area shown on the attached site plan

The design should include the following:

- Perimeter security fence with two entrances (rolling gates) The two gates are for the flow of maintenance traffic and to make an effort to reduce backing of vehicles
- Outdoor storage bins with lighting for
 - Salt (large area – possible west side satellite filling station)
 - Ball field mix
 - Topsoil
 - Sand
 - Softfall material
- Paved yard
 - Asphalt or concrete room for the parking of 2 trucks, a spray tank, a dumpster and storage of garbage cans. A ramp adjacent to the dumpster area would be preferred for safety sake and ease of operation
- Structure: Basically something comparable to Veterans Memorial Park (1985 W 7800 South) building which would include a small lockable office with a work station
 - Heated
 - Security similar to the Cemetery (approx.. 7925 S 1300 W) building (perimeter and motion sensors monitored through phone lines)
 - Somewhat typical 2 car garage maintenance area with a 10' high roll-up door
 - Utility sink
 - 3 windows
 - 1 “man door”
 - Interior and exterior lighting and electrical. Electrical sufficient to run a compressor.
 - 1 ½” minimum water connection/hydrant adjacent to building for filling spray tanks, wash out, etc.
 - 6 lockers (min)
 - Phone line
 - Shelving, lockable cabinets
 - Explosion proof cabinet
 - Unisex restroom

Scope of Services:

The selected firm, or team of consultants, will be required to provide all professional services in the completion of the City’s Ron Wood Park Maintenance Facility consisting of, but not limited to the following:

1. **Study and Report Phase** – At a minimum, provide the following:
 - a. Property Survey/Analysis - City forces will mark the site boundaries.
 - b. Geotechnical Investigation – The Geotechnical report provided for Ron Wood Park will be made available upon request.
2. **Preliminary Design Phase** - work with the City Parks personnel to complete the preliminary design and a preliminary cost estimate.
3. **Final Design** – Develop a final design based upon comments from the City. Develop final site plan and specific storage building design based on the needs expressed by the Parks Division Personnel. The site plan shall demonstrate all required specifics including but not limited to, grading and erosion control, all applicable utilities, parking, ingress and egress, all existing features that border the site, etc. The storage building design shall demonstrate all required specifics including but not limited to, location on the site, foundation type and design – including details, detailed and dimensioned floor plan, detailed building elevations, building cross sections, typical wall sections, detailed wall sections, plans and details of the mechanical, plumbing and electrical systems, all construction materials, furnishings and fixtures, and prepare a detailed cost estimate prior to going out to bid for construction. A pre-engineered building will be acceptable for the storage structure.
4. **Construction & Bidding Documents** – Prepare contract documents (drawings, specifications and bidding documents for bidding the project). Provide the City with 6 paper copies of plans and specifications and one electronic copy. Final selection of materials and equipment shall be closely coordinated with the City’s project manager. Provide a detailed cost estimate for construction, including all site work and utilities, furnishings, and equipment. Facilitate a pre-bid meeting and provide necessary addendums to the contract documents. NFPA, and other applicable local, state, and federal laws, regulations, ordinances, codes, and standards.
5. **Construction Administration** – N/A
6. **Project Time Frame** – Prepare a schedule to accommodate the following:

<u>Task</u>	<u>Completion Date</u>
Accept RFPs	February 13, 2014
Award Contract	February 26, 2014
Plans completed and delivered to the City	March 30, 2014

Proposal Content:

A written proposal shall be submitted in the format outlined herein. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. **A total of four (4) copies of the proposal shall be submitted to the City.**

The term “consultant” shall refer to any and all consultants with whom the prime respondent will be including on the project team. The proposal shall clearly delineate any experience, background, etc. between the prime “company” and “consultants”.

Specifically, the proposal should address the following information in order:

1. **Proposed Scope of Work** – The Company shall provide a detailed proposal of what it will provide the City in accordance with this request. Any items not included shall be specifically stated.
2. **Time Frame** – Include a detailed timeline that identifies the duration of each phase and the City’s involvement in each of the phases. Allowance in the timeline shall be made for City staff to review and comment during and at the conclusion of each phase. For the purpose of the timeline, it is assumed that the Notice to Proceed for this contract will be issued by March 13, 2014.
3. **Insurance Certification** – Submit current insurance certificates for professional liability insurance, which indicates limits of liability.
4. **Additional** – Any information the respondent believes to be relevant to the selection efforts of the City.
5. **Cost** – 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 considered necessary to complete the design services.
6. A City conflict of interest form must be filled out and returned with the proposal.

Evaluation of Proposals:

The evaluation process shall be based solely on the following evaluation factors (and their relative importance) as listed below:

- Key personnel dedicated to this project (10%)
- Proposed project time frame schedule (10%)
- Firms proximity to West Jordan City (10%)
- Cost (70%)

City Contact Information:

Jim Riding, Construction Manager
City of West Jordan
8030 South 4000 West
West Jordan, Utah 84088

Office: (801) 569-5096
Fax: (801) 563-4758
Email: jimr@wjordan.com

Key Dates, Addresses and Instructions:

Proposals must be delivered to:

CITY OF WEST JORDAN
City Records Office
8000 South Redwood Road
West Jordan, Utah 84088

DUE DATE: 02/13/2014 2:00 P.M.

Questions regarding this RFP should be faxed or e-mailed directly to: Jim Riding no later than 02/6/2014. His e-mail address is jimr@wjordan.com.

There should be no contact made with members of the West Jordan City Council, the Mayor, or any other city official other than Jim Riding regarding this Request for Proposal.

Opening of Proposals

Four(4) copies of the technical proposal which includes the fee shall be submitted to the City by 2:00 p.m. on February 13 2014. Submittal shall be made to the City of West Jordan, Recorder's Office (third floor of City Hall), located at 8000 South Redwood Road, West Jordan, UT 84088. Submittals should be labeled "Ron Wood Park Maintenance Yard Architectural Services" and include "Attention: Jim Riding".

Receipt and Registration of Proposals will be handled by the City Recorder. On the closing date and time, **02/13/2014-2:00 P.M.** proposals shall be opened publicly, identifying only the names of the offerors.

Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and will not be opened. Electronically transmitted RFPs will not be considered.

If only one proposal is received in response to the RFP, the purchasing agent, based on feed-back from the department, may either make an award or, if time permits, re-solicit for the purpose of obtaining additional proposals.

A selection committee will review submitted proposals.

Following the selection committee's review, a firm will be selected and all proposers notified.

Formation of the Agreement with the Selected Applicant:

Following City Council approval, the agreement will be executed.

Rejection of Proposals:

The City reserves the right to reject any or all proposals received, and to select the proposal deemed to be the most advantageous and in the best interest of the City. Non-acceptance of a proposal will mean that one or more others were deemed more advantageous to the City or that all proposals were rejected. Applicants, whose proposals are not accepted, will be notified after a binding contractual agreement between the City and the selected applicant is executed, or when the City rejects all proposals.

Proposal Validity Time:

Proposals containing less than 21 days acceptance time will not be considered.

Proprietary Information:

Applicants may mark any specific information contained in their proposal which they wish considered as proprietary and not to be disclosed to the public. All proposals submitted become the property of the City and will not be returned.

Incurring Costs:

West Jordan City will not be liable for any cost that applicants may incur in the preparation of their proposals. Proposals should be concise, straightforward, and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither desired nor required.