

REQUEST FOR PROPOSALS

American Fork City



Architectural Design Services

American Fork City Fire Station 52

RFP # FD201901

Date of Issue: February 19, 2020

Copies of this RFP are available on the City's web site at <https://afcity.org/957/BidsRFPRFQ> or on the Utah Public Procurement Place (U3P) at <https://solutions.scquest.com/apps/Router/Login?OrgName=StateOfUtah&URL>.

Department of Public Works
Engineering Division

Table of Contents

Contents

I. Notice to Proposers.....	4
II. Introduction:	5
III. Projected Schedule for the RFP Process and the Overall Project.....	6
IV. Deadline for Proposal Submission.....	7
V. Term of Agreement	7
VI. Pre-Proposal Conference and Question Submission	7
VII. Scope of Work:.....	8
VIII. Project Funding and Payment.....	12
IX. Proposal content requirements for this architectural contract:.....	12
X. Proposal Submission Acknowledgments.....	14
XI. Selection Criteria:.....	15

List of Attachments

- ATTACHMENT A – Draft Contract
- ATTACHMENT B – RFP Agreement
- ATTACHMENT C – E-Verify Certification

I. Notice to Proposers

A. Government Records Access and Management Act (GRAMA)

American Fork City is a governmental entity subject to the Utah Government Records Access and Management Act (“GRAMA”), Utah Code Ann. §§ 63G-2-101 to -901. As a result, American Fork is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to American Fork is considered a “public record” under GRAMA. Any person who provides to American Fork a record that the person believes shall be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. ALL DOCUMENTS SUBMITTED IN RESPONSE TO THIS RFP WILL BE TREATED AS PUBLIC RECORDS IN ACCORDANCE WITH GRAMA, UNLESS A CLAIM OF BUSINESS CONFIDENTIALITY HAS BEEN PROPERLY MADE AND APPROVED BY AMERICAN FORK CITY. ALL PROPOSED COSTS/PRICING/FEEES SUBMITTED TO THE AMERICAN FORK SHALL BE CONSIDERED PUBLIC RECORDS.

B. Employee Status Verification System

Proposer agrees to provide the signed E-Verify Certification (Attachment C) and shall register and participate in the Status Verification System before entering into a contract with American Fork City as required by Utah Code Ann. § 63G-12-302. The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Proposer is individually responsible for verifying the employment status of only new employees who work under Proposer’s supervision or direction and not those who work for another Proposer or subcontractor, except each Proposer or subcontractor who works under or for another Proposer shall certify to the main Proposer by affidavit (Attachment C) that the Proposer or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective Proposer or subcontractor. The Proposer shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Proposer’s failure to so comply may result in the immediate termination of its contract with American Fork City.

C. ETHICAL STANDARDS

Proposer represents that it has not: (a) provided an illegal gift to any American Fork City officer or employee, or former American Fork City officer or employee, or to any relative or business entity of a American Fork City officer or employee, or

relative or business entity of a former American Fork City officer or employee; (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 bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or American Fork City Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any American Fork City officer or employee or former American Fork City officer or employee to breach any of the ethical standards set forth in State statute or American Fork City ordinances.

II. Introduction:

This is a Request for Proposals (RFP) from qualified architectural firms to provide services for the design and construction of a new Fire Station in American Fork, to be known as Station 52. The city will be using the Construction Manager / General Contractor (CMGC) alternative delivery method for this project. The goal is to reduce the overall time of the project, thereby allowing occupancy and beneficial use of the facility to take place sooner than would otherwise occur using the traditional design-bid-build method.

There will be three main tasks to this architectural contract. Task 1 will consist of the architect providing technical assistance to the city during the selection of a CMGC. Task 2 of the project includes preparing detailed design and construction drawings of the facility including specifications, construction costs, and schedule. Close coordination with the selected CMGC will be crucial to this task. This task will also include all obtaining all permitting. Task 3 will be for construction services such as inspection, oversight, review of submittals, conformance to the facility design, change orders, and project closeout. We anticipate that there will be considerable overlap in the timing of these tasks.

Station 52 is anticipated to be built on a piece of property being obtained by the city located at the northeast corner of the intersection of Harvey Boulevard and North County Boulevard in American Fork. This property is preferred due to its accessibility to North County Boulevard, the availability of utilities, and other related reasons. When the city obtains this property, the demolition of the existing buildings will be done before transfer of ownership and will not be the responsibility of the city. Thus, the architect will not need to prepare a demolition plan for the property.

The city will continue to pursue diligently the purchase of this property but it is possible that it will not be in city possession by the time this architectural contract is awarded. And, there is a small possibility that the city may need to decide to build the station on an alternate site. Thus, the work done in the early stages of this contract, particularly Task 1, will need to allow some flexibility until the property situation is settled. We recognize that choosing an alternate site would affect the schedule significantly.

III. Projected Schedule for the RFP Process and the Overall Project

The contemplated sequence of events for this project is as described in this section. However, if while preparing your firm's proposal, you are of the opinion that our sequence is out of order, missing steps, unrealistic on dates (especially occupancy), or is otherwise deficient, you need to tell us so in your proposal. Also, we will give strong consideration to firms who suggest ways to improve the flow of this project. We are intentionally not assigning dates to some these events or tasks at this time, and request input from the proposing firms in the schedule section of their proposals.

Architect selection (all dates 2020, unless otherwise indicated)

1. This RFP for architectural services advertised. February 19.
2. Mandatory pre-proposal conference wherein questions should be asked. February 25, 1:30 pm.
3. Last day for questions to be submitted in writing. March 4, 5:00 pm.
4. Final addendum issued by city. March 9, 5:00 pm.
5. Proposals due. March 16, 5:00 pm.
6. If the reviewing committee determines that there is a clear winning proposal, no interviews will take place. If there is no clear winner, interviews will take place with the top 2 or 3 firms during the week of March 30.
7. Final selection will be made by April 2, if not sooner.
8. Contract with architect submitted to City Council for consideration. April 14.
9. Assuming City Council approval, contract signed and Notice to proceed issued to architect. April 15.

Tasks I, II, and III as described above (significant overlap is expected)

1. Kickoff meeting held.
2. Architect begins Site Work Package (grading, utilities, etc.) This should begin as early as possible and can start immediately after the contract is signed. It can be worked on concurrently with the RFQ comments.
3. Architect finishes review of draft RFQ for CMGC and submits comments to city. April 23.
4. RFQ for CMGC advertised. April 30.
5. Architect begins work on Shooting Range Package. Upon completion, this Package is submitted to the City's Building Division for issuance of a building permit.
6. Mandatory pre-submittal meeting with proposing CMGCs. May 7, 1:30 pm.
7. Last day for questions from the contractors to be submitted in writing to city. May 14, 5:00 pm.
8. Final addendum issued by City. May 19, 5:00 pm.
9. SOQs due. May 28, 5:00 pm.
10. If the reviewing committee determines that there is a clear winning SOQ, no interviews will take place. If there is no clear winner, interviews will take place with the top 2 or 3 firms during the week of June 8. Final selection made no later than June 11, although it could be sooner.

11. Contract with CMGC submitted to City Council for consideration. June 23.
12. Assuming City Council approval, contract signed and Notice to Proceed issued. June 24.
13. CMGC submits cost for Site Work Package. Assuming the cost is accepted by the city, the CMGC begins work immediately after approval.
14. Architect begins work on Main Building Package.
15. CMGC submits cost for Site Work Package. Assuming the cost is accepted by the city, the CMGC begins work immediately after approval.
16. Architect finishes Main Building Package. After city approval, the Architect applies to the Building Division for a building permit.
17. CMGC finishes Site Work Package.
18. CMGC finishes Shooting Range Package.
19. After the building permit is issued, the Package is sent to the CMGC for preparation of the final Guaranteed Maximum Price (GMP).
20. City accepts and Awards the CMGC (likely and strongly preferred) or takes the “off-ramp” if needed (unlikely and only chosen if the city is very dissatisfied with the CMGC). If the city decides to take the off-ramp option, the architect will prepare the Main Building Package to be advertised for open bid.
21. CMGC completes Main Building Package and applies for Certificate of Occupancy (CO).
22. After inspections are complete, building receives CO from City’s Building Division. Furniture is moved in and city employees begin using the building.
April 30, 2021.
23. As-built drawings, operations manuals, and other documents are completed and the project is closed out.

IV. Deadline for Proposal Submission

Your sealed proposal will be accepted until the date and time listed above at the Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003. No proposals will be accepted after the closing date and time. Late proposals will be returned unopened. Only those proposers who attend the pre-proposal conference will be considered for award.

V. Term of Agreement

The term of the agreement is from the execution of a written agreement through the completion of the scope of work described in this document. See Attachment A for draft contract.

VI. Pre-Proposal Conference and Question Submission

Interested Proposers are required to attend the pre-proposal meeting to discuss the project and to ask questions about this RFP. Only bids from Proposers who attend the pre-proposal conference will be opened and considered for award. The pre-proposal conference will be held on the date and time listed above. It will be held at Historic City

Hall, located at 31 North Church Street, American Fork, UT 84003.

Proposers are strongly encouraged to come to the meeting to discuss the project and any questions they may have. Proposers are also encouraged to submit their questions in writing before the meeting by emailing Melissa Strasburg, Public Works Administrative Assistant, at mstrasburg@afcity.net. At the conference, city staff will endeavor to answer all questions as thoroughly as possible and will summarize the questions and answers via an addendum issued as soon as possible after the meeting. This addendum will be sent to all those who attended the pre-proposal meeting.

If additional questions remain after the pre-proposal conference, these questions must be sent in writing to Ms. Strasburg. No questions will be received or responded to orally. The questions and answers will be sent to all who attended the pre-proposal conference via an addendum or multiple addenda, if necessary.

Questions may be submitted until the deadline for questions submission, as listed above. Any questions received after the deadline will not be responded to. A final addendum will be issued according to the date listed above. This final addendum will note how many other addenda have been issued. In their proposals, all proposers must acknowledge receipt of all addenda issued by the city.

VII. Scope of Work:

The following is a description of the requirements and expectations for each task:

Task 1

- A. The first task performed by the architect will be to review the draft Request for Qualifications (RFQ) for the CMCG prepared by the city and provide any recommended changes. The city reserves the right to accept all, some, or none of the architect's suggested changes.
- B. Attend a mandatory pre-submittal conference to be held with all contractors who intend to submit a Statement of Qualifications (SOQ) in response to the city's RFQ. Be prepared to help answer any questions that are asked during the meeting. Assist the city with preparing any addenda that will be given to contractors in response to written questions.
- C. During this process, the architect will need to inform the city of any relevant information about past working relationships with contractors proposing to be the CMGC and disclose any potential conflicts of interest. Potential conflicts of interest do not necessarily disqualify the contractor, but will be evaluated. The city will review each situation and make the appropriate, fair decision based on the facts.
- D. Help the city evaluate SOQs submitted by contractors proposing to be the CMGC.

The city will make the final selection of the CMGC, but the city values the input and observations of the architect.

- E. The relationship between the architect and the CMGC is of utmost importance. The city's expectations of the benefit of this process are high and center mostly around saving time, as discussed in the introduction. We expect the architect to take the lead with this relationship and to always place the needs of the city first. In the process of selecting the architect, the city will place high value on this item and will scrutinize the proposals to see how well this is addressed. More will be said about the selection process later in this document.

Task 2

- B. Prepare the schematic design, including 30% complete drawings, with floor plans, site plans, sections, elevations, renderings, preliminary cost estimate, and schedule for approval by City for each bid package. The city assumes that the architect will prepare several separate bid packages with some work being able to be started early before final design work is done. Refer to the contemplated sequence of events listed in Section III of this document.
- C. Estimated recurring operations and maintenance (O&M) costs will need to be evaluated and presented to the city through each stage of design development. The architect will need to consider the balance between the capital costs of the station versus its long-term O&M costs when making design decisions. The city wants the best overall value for the station and thus recognizes that sometimes a higher initial capital cost could result in lower O&M costs, but these will need to be evaluated by the architect and presented to the city prior to making final decisions.
- D. Proceed through design development including 60% completion of the items listed in "A" above. After city review and approval of the 60% submittal, proceed to prepare final construction drawings and the other items listed in "A" above. Throughout the process, the architect will work closely with the CMGC on issues of constructability, cost savings identification, and other coordination activities typically found in the CMGC process.
- E. The city fully intends to proceed with the CMGC process and have the CMGC give the city the Guaranteed Maximum Price (GMP) for the final package provided by the architect. However, the city desires to have the ability to have an "off-ramp" whereby the city can terminate the relationship with the CMGC and proceed to advertise the project for bid using the traditional design/bid/build process. This option is not desirable and will be exercised only if the city is very dissatisfied with the performance of the CMGC up until this milestone.
- F. The American Fork Police Department will also have a presence in Station 52 and some of the listed space needs are for them. The areas needed for the Police Department will need to be separate from the Fire Department areas. The Police

area will need to have a separate, secure entrance from the outside.

G. Additional details regarding the city's expectations for the fire station include:

1. Specific needs include, but are not limited to, the list in this section. We expect that the architect will review the list and make suggestions on how to meet the needs in the most useable, efficient way.
 - a. Approximately 10,400 sq. ft. total for building
 - b. The building should be rectangular in shape while minimizing complex roof lines and walls.
 - c. 3 bays for Fire/EMS apparatus totaling 60' wide x 80' long. Bay doors need to be 14' wide.
 - d. Laundry room
 - e. Mechanical room
 - f. Medical Supply room
 - g. Tool/Air room
 - h. Bunker/PPE room
 - i. Decon room
 - j. Storage room
 - k. Captains office
 - l. Firefighter bedrooms (6) 120 sq. ft. per bedroom
 - m. Bathroom/showers (3) 100 sq. ft. per bath/shower
 - n. Day/Kitchen room
 - o. Weight room
 - p. Training room
 - q. Lobby/Entrance area. This area can be very small since we do not anticipate large numbers of the public visiting the station. This area should have one, unisex bathroom for the public. The rest of the building will be accessed only through secure entrances not open to the public.
 - r. Communication room/Server
 - s. Holding room for Police Department
 - t. Storage closet for Police Department
 - u. Police interview room
 - v. Interview Tech room
 - w. Police Patrol room
 - x. Police Patrol office
2. The city also intends to build a shooting practice range underneath the portion of the building not taken up by the apparatus bays. We anticipate that the shooting range will be permitted by the city's building division separately from (and earlier than) the building above it. However, the architect will need to know enough about the building above that the footings and other structural loadings can be properly designed and included in the building permit application. Also, no occupancy of the shooting range will be asked for or received prior to the certificate of occupancy (CO) for the entire facility. Additional specific details

for this range include the following:

- a. The shooting range will need to be approximately 60' wide by 140' long. We anticipate that the long dimension will run north and south and will extend beyond the north and south walls of the building above it. Thus, the shooting range will extend under the parking areas on the north and south side of the facility. The city is very open to alternative designs and expects the architect to design the facility in the best way possible.
 - b. The shooting range ceiling height needs to be approximately 12-14 feet.
 - c. There will need to be ramp extending from the outside down to the range itself. This ramp will need to be able to accommodate a standard size forklift. This outside entrance to the range will need to be able to accommodate the forklift and will need to be secure.
 - d. There will also need to be an entrance to the shooting range via stairs from the main building above.
 - e. The shooting range will also need have proper ventilation, electrical, mechanical, etc. for a facility of this type.
3. Provide plans for adequate mechanical and electrical equipment for proper ventilation, air conditioning, and heating of all offices, etc. Lighting must meet industry standards for professional offices and be energy efficient.
 4. Provide plans for conduit, boxes, and wiring for data and communications needs. Provide necessary accommodations for telephone and fiber optic service.
 5. Provide plans for adequate drainage and detention facilities for the site.
 6. Show connections to existing culinary water, secondary water, and sewer lines to provide service to the new building.
 7. Show plans to provide required electrical power from local electrical service into the building. Provide option for backup emergency power.
 8. Provide plan for landscaping and irrigation system.
 9. Provide plans for the facility security system. Provide exterior and remote security lighting while minimizing night sky light pollution.
 10. Provide furniture, furnishings, storage, and equipment designs. Estimate costs.
- H. Attend public meetings as needed to make presentations and lead discussions on the project. When preparing the cost estimate and work-hour section of your proposal, assume that we will ask you to attend only one City Council work session to give an update on the progress of the project along with some renderings. If we require you to attend additional public meetings, we will consider them to be additions to the scope of work. Additional meetings might include meetings with neighboring property owners, Planning Commission, or the City Council.
- I. Meet all local, state, and federal laws, building codes, and standards for facilities of this nature. The project will be required to go through American Fork City's building permit and site plan process. The city will not be charging any fees to itself. Coordinate with other affected agencies and/or organizations, and private utilities as needed.

Task 3

- A. Provide project construction phase services, including review of budgets, construction materials and methods, cost estimating, project phasing, shop drawings and submittals, interior and exterior colors and fixture selections, construction revisions, and change orders, etc.
- B. Provide all inspection and oversight activities to ensure quality and conformance with the construction plans, specifications, and other documents. You will be responsible for ensuring that the City's interests and needs are being met. Individuals from the City's building department will also inspect the project, but their role will be limited to a regulatory position ensuring compliance with building codes. You may will not rely on them for quality control or any function other than what they would provide if this was a project being done by an outside, private, commercial building.
- C. Coordinate with the CMGC during project closeout, in preparing closeout documentation, O&M manuals, warranties, systems testing, etc. Provide As-built record drawings to the City in electronic CAD and PDF formats.
- D. Schedule and hold regular meetings (at least weekly) with the City Project Manager during all phases of the project. These meetings will also include representatives from the Fire Department, who is the designated User Department. But, the sole point of direct contact will be the City Project Manager who will facilitate all communication with the User Department. Attend substantial completion, final completion and warranty inspections.

VIII. Project Funding and Payment

The total available budget for this project is \$4.5 million. This number must include the fee for the architect to perform the scope of work listed above and all costs of the CMGC, including any contractor's contingency. This budget number does not include funds for the purchase of land, furniture or equipment; these will be purchased separately.

Billing shall take place monthly and payment to the architect will be on the basis of a time and materials, not to exceed price, in accordance with city code.

IX. Proposal content requirements for this architectural contract:

All proposals shall be formatted according to the following specifications:

- A. Page Limit: proposals cannot be more than 20 pages. Resume documents submitted will not count toward the page limit.
- B. Page Numbering: proposals shall contain page numbers.

- C. Table of Contents: proposals shall contain a table of contents with references to page numbers. The Table of Contents shall not count toward the page limit.
- D. Copies: Please submit six (6) bound, paper copies of your proposal plus one (1) unchanged electronic copy in pdf. format on a flash drive.
- E. Sealed and Marked Packaging: proposals shall be sealed and clearly marked “Architectural Services for Fire Station 52” on the outside of the package and on the body of the proposal. Pricing shall be submitted in a separate sealed envelope from the proposal. All copies shall be put into one envelope or box and sealed; do not put each proposal copy in a separate sealed envelope.
- F. Cover Letter: The main proposal should include a cover letter that is a maximum 1 page in length. This cover letter will not count toward the page limit. A person legally authorized to bind the Proposer to the proposed project must sign this letter.
- G. The separate, sealed cost proposal shall have the form called “Attachment B” (found at the end of this RFP) attached to the front of the information provided. This form indicates the Proposer’s willingness to enter into an agreement with the City and accept the City’s draft contract, included as “Attachment A” of this RFP. A person legally authorized to bind the Proposer to the proposed project must sign this form.
- H. Any exceptions or objections to the city’s draft contract must be detailed and explained in the proposal along with reasonable alternatives. The city will consider each exception or objection case-by-case. Proposers are advised that American Fork City is not bound by the terms of the RFP until a written agreement is fully executed and any activity taken by Proposer prior to a written agreement being fully executed is done at the Proposer’s sole risk.
- I. Proposals will include the full name, legal status (corporation, state of incorporation, partnership, proprietorship, etc.), business address of the Proposer, and telephone number.
- J. The proposal must be signed in ink by a principal of the business who is authorized to execute any subsequent contract. The name of the principal and his/her business title will be included in the signature element in either type or print. Penciled signatures or notations will not be accepted.
- K. Contact List: Provide a contact list of all contacts for the project (i.e. project manager, finance, construction manager, etc.). At a minimum, the contact information should include the name, address, office phone, direct phone number, and email.
- L. List of sub-consultants. The proposal shall include a list of sub-consultants to be included in the design team along with information regarding their roles and

qualifications.

M. Failure to comply with the format detailed above may be grounds for disqualification and rejection of the firm's proposal.

X. Proposal Submission Acknowledgments

By submitting a proposal to this RFP, Proposer understands and agrees to the following:

- A. RFP Cancellation: This RFP may be cancelled at any time prior to the execution of a written agreement, if deemed in the best interests of the City. This includes cancellation of the RFP after notice of award has been made, but prior to the execution of a written contract. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.
- B. Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date, unless a different period is stated in the City's RFP. Any proposal that does not offer to remain firm for the required period may be considered non-responsive.
- C. Costs: Proposers bear all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal, attending the pre-proposal conference, attending an interview, if required.
- D. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between the City and the selected respondent. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: commerce.utah.gov.
- E. Changes or Modifications: Any changes or modification to the RFP will be made by written addendum. Proposers submitting a proposal based on any information other than that contained in City's RFP and any addenda do so at their own risk.
- F. Receiving Proposals: Engineering Division Selection Committee will administer receipt and opening of all proposals. Proposals will be held, unopened, in the same condition as received if delivered prior to the date and closing time designated in the RFP. After the closing time, only the identity of each Proposer will be made public. If only one proposal is received in response to the City's RFP, the Engineering Division, may recommend an award of a contract to the single Proposer if the conditions cited above are met. Alternatively, the Engineering Division may re-solicit for the purpose of obtaining additional proposals.
- G. Modifying or Withdrawing Proposals: Proposer may modify or withdraw their

proposals at any time prior to the closing time. Requests to modify a proposal before the closing time shall be made in writing to the City Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003.

- H. Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP shall be considered non-responsive and may be rejected in whole or in part.
- I. Protests: A protest regarding the RFP document shall be submitted in writing prior to the RFP closing date. All other protests shall be submitted in writing within five (5) business days after notification of the award has been sent. A protestor may file only one (1) protest after the RFP closing date. Protest letters shall specifically and completely state the facts that the protestor believes constitute error in the RFP document or the award.
- J. Free and Competitive Selection: Any agreement or collusion among prospective Proposers to fix a price or limit competition shall render the proposals void, and such conduct is unlawful and subject to criminal sanction. Proposer certifies that not anyone in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by City Purchasing Ordinances or applicable laws.
- K. Reasonable Accommodations: Reasonable accommodations for qualified disabled individuals may be provided upon receipt of a request with five working days' notice. Please contact Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003, 801-763-3060. TTY users shall call 711.

XI. Selection Criteria:

The proposals will be evaluated, scored, and ranked by a selection committee consisting of city personnel. **During this solicitation process, Proposers shall not contact committee members, other city staff, nor members of the City Council regarding this solicitation. Such action will be grounds for disqualification of the Proposer.** Each member of the committee will be provided a score sheet to complete the proposal evaluation utilizing a point system listed below. The proposals will be reviewed independently by each member of the committee and scored accordingly. After the scores have been aggregated, the committee shall meet to review and discuss the proposals and the scoring. The objectively scored costs will be added to the other criteria. If the committee agrees that there is a clear winner, the city will proceed with the award process as described in Section III.

If the committee decides there is no clear winner, they may invite the top 2 or 3 Proposers for an interview / demonstration. The purpose of the interview / demonstration is to provide clarification of the written proposal. If the committee decides to conduct interviews, the time and format will be presented to the Proposers at that time.

The selection committee may re-score the proposal after the interview, but may not re-score the cost proposal, unless the committee requests a best and final offer. A recommendation will then be presented to the city council for consideration and approval.

Proposals will be evaluated, scored, and ranked on the following criteria (total 100 points):

- A. **Experience with this type of project.** Describe the team's experience with the design and construction of public safety facilities of similar size and scope. Detail the project manager's experience and background. Provide information about the other individuals from each company who will be on the team and describe what their specific area of responsibility will be. Tell us about the experience and background of each company that is part of the team. Demonstrate clearly that you or a sub-consultant member of your team has the experience and structural qualifications necessary to design the shooting range. 25 points.
- B. **Experience with the CMGC process.** We are looking for details about projects and examples of work you have done along with a demonstrated ability to save time via this process. 20 points.
- C. **Proposed schedule for completion of the project.** We prefer that you show this in a Gantt Chart with the critical path identified. What suggestions do you have to accelerate the schedule while still staying within budget? This schedule will be incorporated into the contract and may not be diverged from without permission from the city. 20 points.
- D. **Quality Assurance and Quality Control.** Describe your processes, procedures, and policies for Quality Assurance and Quality Control (QA/QC). How do you ensure that the deliverables are of the highest quality with a minimum of errors? 10 points
- E. **Innovation.** What innovative ideas and suggestions do you have for improving the overall completion of this project? What did we forget to include in this RFP that will make this project better for the city? Are there any flaws we should fix in our plan? 10 points
- F. **Cost of Service.** This will be evaluated objectively with the lowest cost receiving full credit on the points. The remaining proposals will receive a proportionate score accordingly. Show anticipated hours broken out by three main tasks describe above and sub-tasks as you see fit. 15 points. **This must be submitted in a separate, sealed envelope.**

Attachment A

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement (hereinafter referred to as “Agreement”) is entered into this ____ day of _____, 20__ by and between _____, with its principal place of business at _____ (hereinafter referred to as “Architect”), and American Fork City, a municipal corporation with its principal place of business at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as “City”) (collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, Architect is engaged in the business and profession of architectural services;

WHEREAS, City desires to contract with Architect for certain professional architectural services for multiple projects, each project scope of services and payment of services being separately identified and agreed to in the Project RFP;

WHEREAS, Architect has the necessary expertise and experience to perform the said architectural services for City and Architect and is properly qualified and licensed in the State of Utah;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Term; Termination.

a. The term of this Agreement shall be one year from the Effective date of a signed contract.

b. Notwithstanding anything contrary contained herein, City may terminate this Agreement at any time by giving Architect thirty (30) day written notice in accordance with the notice provisions set forth herein. Upon receipt of such notice, Architect shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work.

c. Architect may terminate this Agreement at any time with thirty (30) day written notice to City in accordance with the notice provisions set forth herein. Upon termination by Architect, City shall not be obligated to make payment on any work that has not been completed, in full, by Architect.

d. Upon termination of this Agreement, Architect shall provide a final invoice to City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. Architect shall forthwith deliver all files, reports, and other materials concerning services provided, maintained or controlled by Architect at the time of such

termination, subject to all applicable federal and state law.

2. **Scope of Services.** The scope of services pursuant to this Agreement shall be limited to professional and technical architectural services. Specific Services shall be as set forth in the RFP.

3. **Compensation.** In consideration of the services provided to City by Architect, City shall pay Architect for services rendered in accordance with the RFP and the approved proposal as part of the RFP.

4. **Invoice; Payment.**

a. For services rendered hereunder, Architect shall invoice City monthly for services provided in accordance with the approved Project and Fee Schedule. Architect shall submit monthly invoices to City showing the work completed and the amount of compensation due. Architect shall submit invoices for work done in a timely manner. City shall not be required to pay for work that is invoiced more than 120 days after it was performed.

b. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

c. In the event amounts are not paid in full within thirty (30) days of City's receipt of the invoice, City agrees to pay interest at the rate of one and one-half percent (1.5%) per month on any and all unpaid balance of services, costs, and expenses.

d. City consents to Architect's immediate withdrawal and termination of this Agreement should the account become more than thirty (30) days delinquent. Further, in the event of default, Architect may pursue any and all remedies available at law or in equity.

e. In the event an amount is disputed, City shall notify Architect in writing of its dispute within thirty (30) days. The parties shall make a good faith effort to resolve the disputed amount. If correspondence does not resolve the dispute, the parties or their respective representatives shall meet in person on at least one occasion and attempt to resolve the matter prior to pursuing litigation.

5. **Relationship of Parties.**

Architect, its agents, and employees shall be an independent contractor performing professional and technical architectural services for the City. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venture between City and Architect. As independent contractors, Architect, its agents, and employees shall not qualify for or receive any employee benefits from the City, including but not limited to, leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

6. Employees and Subcontractors.

Architect shall be solely responsible for the payment of wages, salary or benefits to any and all employees or contractors retained by Architect in the performance of the services under this Agreement. Architect agrees to indemnify, defend and hold harmless City from any and all claims that may arise from the Architect's relationship to its employees and subcontractors.

7. Standard of Performance; Licenses.

Architect agrees and represents that it has the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Architect shall perform the work described herein in accordance with the standard of care required for the performance of architectural services. Further, Architect shall maintain all required licenses, including without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Architect shall require and ensure that all of Architect's employees and subcontractors maintain all required licenses, including without limitation, all necessary professional and business licenses.

9. Professional Liability Insurance.

Architect shall maintain professional liability insurance, at its own expense, to protect City from any negligent acts, errors, or omissions on the part of Architect. Notwithstanding the existence of professional liability insurance, the total aggregate of Architect's liability to all parties related to this Agreement shall not exceed one million dollars (\$1,000,000).

10. Time is of the Essence; Liquidated Damages.

City and Architect agree that time is of the essences and that, in the case of Architect's failure to complete the Project within the time specified in the RFP, the RFP proposal, and agreed upon, City will be damaged thereby; and because it is difficult to definitely ascertain and prove the amount of such damages, it is hereby agreed that the amount of such damages shall be the liquidated sum of One Hundred Dollars (\$100.00) per calendar day for each day's delay in completing the Project in excess of the number of working days prescribed; and Architect hereby agrees that said sum shall be deducted from amounts due the Architect under the Agreement or, if no amount is due, Architect hereby agrees to pay to City as liquidated damages such total sum as shall be due for such delay, computed as aforesaid.

11. Notice.

All notices under this Agreement will be in writing and will be deemed to have been duly

given if delivered personally or by a nationally recognized courier service or mailed by registered or certified national mail service, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Agreement that are addressed as provided in this Section. If delivered personally or by nationally recognized courier service, notice will be deemed given upon delivery. If delivered by mail in the manner described above, notice will be deemed given on the date received by the recipient as reflected in the return receipt. All notices shall be directed to the Parties hereto as follows:

CITY:

American Fork City
Attn: David Bunker
51 East Main Street
American Fork, Utah 84003
Phone: (801) 763-3000
Email: dbunker@afcity.net

With a copy to (which shall not constitute notice):

American Fork City Public Works
Attn: Scott Sensanbaugher
275 East 200 North
American Fork, Utah 84003
Phone: (801) 763-3060
ssensanbaugher@afcity.net

ARCHITECT:

12. Ownership.

All work, work product and deliverables produced under this Agreement shall remain the exclusive property and shall inure to the benefit of City as work for hire. Architect shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, Architect may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright,

patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of City.

13. Waiver.

Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of any other covenant, agreement, term, or condition. Any party, by notice delivered in the manner provided in this Agreement, may, but shall be under no obligation to waive any of its rights and any conditions to its obligation hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term, and condition shall continue in full force with respect to any other then existing or subsequently occurring breach. To be effective a waiver must be signed by both parties hereto.

14. Compliance with Laws and Policies.

In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures. Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

15. Rights and Remedies.

The rights and remedies of any of the parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provisions hereof, it being the intention of this Paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as to law or otherwise.

16. Entire Agreement.

This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties on the Subject matter covered herein and this Agreement supersedes any and all prior agreements between the Parties related to the services. The Parties represent and acknowledge that they have not relied on any statements or promises of any kind other

than those specifically set forth in this Agreement.

17. Amendments.

This Agreement may only be amended in writing signed by each of the Parties hereto. If, as the result of legislative action or rule-making, any of the provisions of this Agreement becomes inconsistent with Utah law, the Parties will promptly meet to negotiate in good faith such amendments as may be necessary to comply with Utah law.

18. Force Majeure.

Neither City nor Architect shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

19. Section Headings.

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

20. Severability.

In any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable to any extent, the remainder of this Agreement shall not be impaired and shall be enforced to the fullest extent permitted by law.

21. Counterparts.

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one instrument.

22. Choice of Law.

The interpretation of this Agreement and any claim or controversy arising out of or related to this Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the courts of Utah County, State of Utah. Each of the parties irrevocably submits to the exclusive jurisdiction of such courts in any proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court

23. Confidentiality.

Any confidential information provided to or developed by the Consultant in the

performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Consultant without the prior written approval of the City. This provision shall survive any termination of this Agreement.

24. Assignment.

This Agreement may not be assigned by either party without the written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the Parties to this Agreement.

25. Attorney Fees; Costs.

In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

26. Authority.

The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or government entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or government entity and that this Agreement is binding upon the entity in accordance with its terms.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

David Bunker
City Administrator

By:
Its:

Date: _____

Date: _____

Attest:

Recorder

Approved as to form:

Approved as to content:

City Attorney

City Engineer



Attachment B

**American Fork Public Works
275 East 200 North
American Fork, UT 84003
801-763-3050**

**American Fork City
Fire Station 52
Architectural Services**

THIS PAGE MUST BE COMPLETED, PROPERLY SIGNED, AND RETURNED FOR THIS PROPOSAL TO BE CONSIDERED COMPLETE.

CERTIFICATION

I, the undersigned, affirm that this proposal is made on behalf of the below-named individual/company, for whom I have legal authority to commit to the terms and conditions set forth in the RFP and this response, to which I/we agree to be bound if this proposal is found acceptable by American Fork City; and that this proposal is made without any collusion or coercion on the part of any person, firm, corporation, or other entity.

Company Name:		
Address:		
Representative:		
Title:		
Phone:	Fax:	
Email address:		
Insurer:	Policy #:	Coverage Amounts:
Task 1 Price \$ _____ Not to Exceed <i>Please attach supporting documentation</i>		
Task 2 Price \$ _____ Not to Exceed <i>Please attach supporting documentation</i>		
Task 3 Price \$ _____ Not to Exceed <i>Please attach supporting documentation</i>		

Signature of authorized representative:

Date: _____

This page will be required at time of contract with selected party. Submittal is not required at time of proposal.

Attachment C



American Fork Public Works
275 East 200 North
American Fork, UT 84003
801-763-3050

American Fork City
Engineering Division
Sewer Bursting and Lining Project
Engineering and Design

E-VERIFY CERTIFICATION

WHEREAS, the undersigned proposes to provide services under a contract for American Fork City and the Citizens of American Fork City, County of Utah.

NOW THEREFOR, this _____ day of _____, 2014, the undersigned firm verifies its compliance with Utah Code Ann. § G63-11-103 and 13-47-201, stating affirmatively that the individual, firm, or corporation which is contracting with American Fork City has registered with and is participating in a federal work authorization program in accordance with the applicable provisions and deadlines established in Utah Code Ann. § G63-11-103 and 13-47-201.

The undersigned contractor/firm further agrees that should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with American Fork City, of which this certification is a part, the undersigned contractor/firm will secure from such subcontractor(s) similar verification of compliance with Utah Code Ann. G63-11-103 and 13-47-201. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to American Fork City at the time the subcontractor(s) is retained to perform such services

E-Verify Number _____

{ AFFIX CORPORATE SEAL HERE }

Proposer
(Name of sole ownership, corporation or partnership)

(Signature of Authorized Representative)

Title