

REQUEST FOR
PROPOSALS

FOLSOM CORRIDOR
CITY CREEK DAYLIGHTING
DESIGN MASTER PLAN

**TECHNICAL ANALYSIS,
COMMUNITY ENGAGEMENT +
DESIGN CONSULTANT SERVICES**

RESPONSES DUE:

Wednesday, November 24, 2021 at 5:00 p.m. MST



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SECTION I – REQUEST FOR PROPOSALS (“RFP”) INFORMATION

GENERAL PURPOSE

The Redevelopment Agency of Salt Lake City (the "RDA") is soliciting competitive sealed proposals from qualified consultants to develop a design master plan for daylighting a portion of City Creek's flow in Folsom Corridor in Salt Lake City. The daylighting of City Creek at Folsom Corridor is envisioned to revitalize the former rail corridor into a thriving ecosystem and active community connection. It will complement the Folsom Trail, an off-street, paved, walking and bicycling path currently under construction in the corridor (completion expected December 2021). By daylighting City Creek's flow in Folsom Corridor, Salt Lake City and the RDA seek to provide access to nature, improve water quality, and mitigate area surface flooding.

PROJECT HISTORY

The Folsom Corridor is located at approximately 50 South (between South Temple and 100 South), between I-15 and the Jordan River in Salt Lake City. The corridor was previously a rail right-of-way, part of which (I-15 to approximately 1100 West) was later acquired by the City. There are Union Pacific Railroad and Dominion Energy properties inhibiting the completion of the trail and corridor improvements, including daylighting, between approximately 1100 West and the Jordan River. The corridor is surrounded by industrial, residential, and commercial development. Properties along the corridor include brownfield and Superfund sites that may have resulted in soil and groundwater contamination in the potential creek channel area.



Figure 1: The Folsom Corridor is located between the Jordan River and I-15, indicated here with yellow stars.

Daylighting City Creek through downtown Salt Lake City was first highlighted in the 1965 Second Century Plan. The 1992 Salt Lake City Open Space Plan suggested a daylighting route that would flow from Memory Grove, through the downtown core, into what would become The Gateway, and finally through a rail corridor on its way to the Jordan River. This rail corridor, the Folsom line, gathered momentum in the early 2000s as a potential location for transformation into a future trail and creek corridor.

The Folsom rail line was rerouted as part of the Grants Tower/West Side Railroad Realignment project in 2008 but plans to transform the corridor failed to gain traction and the area was left neglected. The I-15 overpass and renewed use of rail lines adjacent to the Folsom Corridor inhibit east-west connectivity, cutting off communities and creating dangerous encounters between people, cars, and trains. In 2011, an overflow culvert known as the Folsom Drain was placed in the Folsom Corridor, beginning around 550 W North Temple and discharging into the Jordan River, to mitigate flooding. In spite of the multiple challenges facing this area, Salt Lake City's commitment to carrying out its ultimate vision for the Folsom Corridor can be seen in the Euclid Small Area Master Plan, the North Temple Boulevard Plan, the current construction of the Folsom Trail, and in the recent City Creek Daylighting Feasibility Study.

A. Related Planning Documents

1. [Salt Lake City - Open Space Plan \(1992\)](#)
2. [Salt Lake City - Euclid Small Area Master Plan \(2006\)](#)
3. [Salt Lake City - North Temple Boulevard Plan \(2010\)](#)
4. [Salt Lake City - City Creek Daylighting Feasibility Study \(2020\)](#)

PROJECT DESCRIPTION

The RDA envisions the Folsom Corridor City Creek Daylighting Design Master Plan to follow the City Creek Daylighting Feasibility Study, published in June 2020. This study identified two concepts for the daylighting of City Creek through the Folsom Corridor, both of which originate at a detention basin to be located on City-owned property at 39 South 800 West. The consultant will use the first concept, which features an eight-foot-wide partial-flow stream channel. A collaborative team of Salt Lake City departments deemed this concept to be most feasible.



Figure 2: The Partial Creek Flow Concept was one of two feasible alternatives identified in the City Creek Daylighting Feasibility Study, and the one deemed most feasible by Salt Lake City.

The Consultant will use the findings of the City Creek Daylighting Feasibility Study and collect additional data as necessary to identify and design a feasible stream channel for City Creek's flow through Folsom Corridor. The Consultant will produce a detailed conceptual design and 40-percent level design development drawings with a field survey. This Design Master Plan will also include the background and existing conditions, benefits, risks, community outreach and feedback, preliminary design, cost estimates, funding sources, and a maintenance plan. Creative community engagement strategies will be key to ensuring equity in outreach and to gather the public's thoughts, ideas, and visions for the future Folsom Corridor.

PROJECT BOUNDARIES

The daylighted creek channel is anticipated to be located within the Folsom Corridor, in the general area of the Folsom Drain and newly constructed Folsom Trail. The Plan Area for this project has been drawn to

include a larger area that incorporates the entire Folsom Drain alignment, potential future locations for extending the Folsom Trail and creek channel to the west of 1000 West, and the contributing overland flow drainage area to the Folsom Corridor. The Plan Area, bounded by the Jordan River, North Temple, 500 West, and 200 South, is shown in Figure 2.

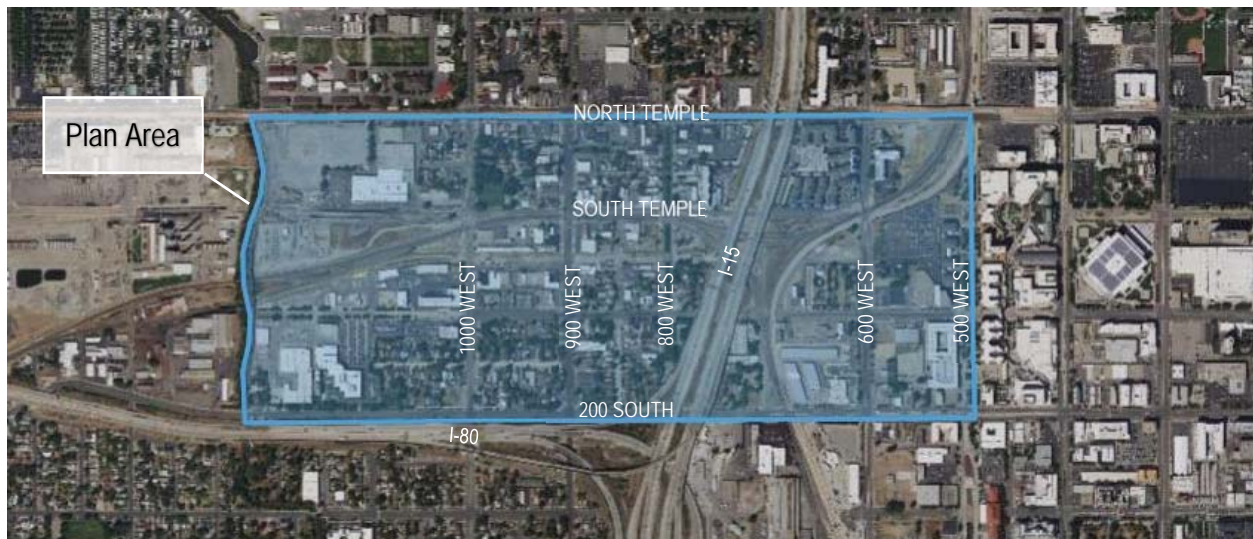


Figure 3: The Plan Area is bounded by the Jordan River on the west, North Temple on the north, 500 West on the east, and 200 South on the south.

PROJECT TEAM

A. Project Management Group

The Project Management Group will guide the project to meet established goals and objectives while maintaining the schedule and budget. Prior to executing the contract, the Consultant will work with the RDA project manager and Seven Canyons Trust to finalize the project approach, scope, and schedule. Roles for the Consultant and Seven Canyons Trust are provided below but will be further refined during the scoping phase of the project.

1. Members: Redevelopment Agency of Salt Lake City, Seven Canyons Trust, and Consultant
 - *Redevelopment Agency of Salt Lake City (RDA)*
The RDA is the owner of the project. The RDA invests a portion of property tax revenue generated in designated parts of the city, called “project areas,” to improve livability, spark economic growth, and foster authentic communities. Folsom Corridor improvements and City Creek daylighting are included in the RDA’s North Temple Project Area.
 - *Seven Canyons Trust*
The Seven Canyons Trust is a nonprofit organization working to uncover and restore the buried and impaired creeks in the Salt Lake Valley. They will serve as a co-consultant, reporting directly to the RDA. Seven Canyons Trust will lead the community engagement efforts with the Consultant and assist the Consultant with project administration, research, creation of project deliverables, and planning the public open house.
 - *Consultant*
The Consultant will work with Seven Canyons Trust as a co-consultant to complete the Scope of Services identified below. The Consultant may consist of one or multiple consulting entities

with expertise in landscape architecture, hydrogeology, soil and groundwater contaminant transport, hydraulic engineering, and community engagement. The Consultant will report directly to the RDA and will lead data collection, technical analysis, design tasks, and report generation.

2. Led by the Consultant, the Project Management Group will perform the following tasks:
 - Direct each phase of the project;
 - Track project progress with respect to established project goals; and
 - Maintain project schedule and budget.

B. Technical Advisory Committee

The Technical Advisory Committee (TAC) will focus on the technical, constructible, and operational feasibility of the project.

1. Members: Representatives from Salt Lake City RDA, Public Lands, Public Utilities, Engineering, Transportation, and Planning; water resources and sustainable infrastructure experts from the Seven Canyons Trust Board of Directors, Utah State University, the University of Utah, and Salt Lake County; and community members selected to represent residents, businesses, and property owners.
2. Tasks:
 - Establish project goals and identify data gaps;
 - Review deliverables for adherence to adopted Salt Lake City plans;
 - Provide technical assistance and guidance throughout the project; and
 - Commit approximately 2 hours per month to the project.

C. Community

Engagement efforts will seek input on priorities and desired outcomes for the Folsom Corridor and ensure community knowledge of the project's technical considerations throughout the design process.

1. Members: Property owners, leaders of community organizations, current and future trail users, members of the development community, nearby residents/neighbors, business owners, and others as needed.
2. Tasks:
 - Provide input and feedback during outreach events and through neighborhood organizations, city communication networks, social media, and other media as recommended by the Project Management Group and Technical Advisory Committee; and
 - Participate via workshops, in-person or online surveys, and other engagement strategies.

SCOPE OF WORK

The selected Consultant will provide, directly or in collaboration with sub-consultants, the Scope of Work described in Phases 1 through 3, which are listed here and described in detail below:

- Phase One: *Existing Conditions & Technical Analysis*
- Phase Two: *Community Engagement & Public Vision*
- Phase Three: *Design Master Plan, Opinion of Probable Costs, & Maintenance Plan*

This scope provides a general description of the project partners, objectives, tasks, and deliverables involved for the Applicant to develop their Proposal for the Design Master Plan.

Once a Consultant is selected, the Project Management Team will finalize a Scope of Work based on the Consultant's proposed timeline to complete the project. The Consultant shall enter into a written agreement with the Agency to provide the services required under the Scope of Work. The written agreement will be in substantially the same form as the Sample Agreement, attached. Offerors are advised to read thoroughly the Sample Agreement as the selected offeror will be required to comply with its requirements. If you have questions or concerns about any provision, please contact the RDA as instructed in Section IV (General Information).

A. Phase 1 - Existing Conditions & Technical Analysis

1. Objectives: The Consultant will use the existing conditions and data gaps identified in the *City Creek Daylighting Feasibility Study* as the starting point for the Folsom Corridor City Creek Daylighting Design Master Plan. Collecting additional data as needed, the Consultant's technical analysis will lead to feasible design alternatives for creating a City Creek channel in Folsom Corridor from 800 West to 1000 West that incorporates sustainable infrastructure for stormwater management. An Existing Conditions & Technical Analysis Report will summarize the findings of previous reports and plans, report additional data that was collected, and identify feasible channel design alternatives.
2. Tasks:
 - Conduct and document meetings;
 - Research, compile, and summarize existing reports and data;
 - Develop project goals and objectives;
 - Evaluate potential contamination concerns and the feasibility of a natural vegetated channel versus a lined channel. Evaluate existing and collect additional hydrogeological data (e.g., groundwater depth, hydraulic gradient, soil porosity, etc.) and environmental data (e.g., soil and groundwater contamination, organic matter, etc.) as needed;
 - Determine detention basin storage requirements and creek channel dimensions to accommodate City Creek base flow, pumped groundwater contributions to the storm drain, and storm events. Collect additional hydrological data as needed to build on the hydraulic modeling that was performed for the *City Creek Daylighting Feasibility Study*;
 - Consider future opportunities for extending the daylighted section of City Creek from 1000 West to the Jordan River, and incorporate these considerations into the design of the daylighting terminus at 1000 West;
 - Develop runoff and flooding projections for various precipitation scenarios using land cover data (e.g., soil infiltration rates, impervious surface area, etc.) for the contributing overland flow drainage area to the Folsom Corridor;
 - Collect seasonal water quality samples and flow data as needed to support detention basin and channel design evaluations described above;
 - Identify green/sustainable infrastructure solutions to mitigate flooding and improve stormwater quality of surface runoff and storm drain connections. Identify water quality benefits of proposed sustainable infrastructure solutions to the Jordan River related to meeting Total Maximum Daily Load targets;
 - Identify potential corridor amenities for community feedback during Phase 2, Community Engagement. Amenities suggested in the *City Creek Daylighting Feasibility Study* include (1) perimeter trail around the detention basin, (2) pedestrian bridges and secondary pathways, (3)

seating nodes, (4) observation decks, (5) small plazas with integrated sculptural seating elements, and (6) interpretive and directional signage. Other amenity options could include, but are not limited to, playground equipment, exercise equipment, interactive art or science displays, public art installations, designated pet areas, and community gathering or event space;

- Identify required permits (e.g., riparian, flood control, water quality, etc.) and associated permitting authorities, along with a plan/timeline for approval with respect to future design milestones. Consultant should consider permitting requirements that are both internal and external to the City; and
- Produce Existing Conditions and Technical Analysis Report that includes data, maps, graphics, and meeting materials for community and stakeholder input.

B. Phase 2 - Community Engagement & Public Vision

1. Objectives: Consultant will assist the Seven Canyons Trust with community engagement to inform potential design elements for Folsom Corridor City Creek Daylighting Design Master Plan. Community engagement should be equitable and include efforts to gather input from historically under-represented populations (including but not limited to: people of racial and ethnic minorities, people that are 65 years or older, people with physical or cognitive disabilities, people with housing insecurity or experiencing unsheltered homelessness, and people with low income [below twice the official poverty threshold or \$38,000 for a family of four]), those who live or own a business near the corridor, and those who may be most likely to visit the corridor. RDA staff will assist with contacting key stakeholders for their participation. The Seven Canyons Trust will lead the majority of the community engagement efforts and produce materials to carry out such efforts.

Listed below are examples of ways the City traditionally engages with the public. Consultant is encouraged to propose innovative, best practice methods of engaging with the public to help improve the effectiveness of civic engagement efforts, particularly with respect to conducting equitable community engagement and outreach:

- Community conversations, possibly along the project corridor or at activities/events in the neighborhood, where people will naturally interact with project team;
- Stakeholder meetings, focus groups, or other ways of engaging key stakeholders;
- Online questionnaires, surveys, etc.;
- One-page, visually-oriented outreach materials to be disseminated by RDA staff to potentially-impacted communities; and
- Community Council presentations and materials.

2. Tasks:

- Develop Community Engagement Plan that includes as many elements of equitable engagement as feasible;
- Create and manage online and/or in-person surveys;
- Meet with key stakeholders during three (3) targeted stakeholder discussions;
- Participate in two (2) community/neighborhood events where residents and business owners will have the opportunity to receive information and provide input; and
- Create report, at project conclusion, of all community engagement activities conducted and the key takeaway messages of workshop results.

C. Phase 3 - Design Master Plan, Opinion of Probable Costs, & Maintenance Plan

1. Objectives: Informed by evaluation of existing conditions and the Consultant's technical analysis, the Consultant will refine stream channel, detention basin, and amenity design alternatives using public and stakeholder input and established City goals. Alternatives should address the need for a functional and aesthetically pleasing facility, while including economic, health, equity, and sustainability considerations.
2. Tasks:
 - Draft and finalize the Folsom Corridor City Creek Daylighting Design Master Plan: The Consultant will submit a draft City Creek Daylighting Design Master Plan for RDA review, for which the RDA may solicit feedback from the Technical Advisory Committee. The draft should include background and existing conditions; technical analysis findings related to channel and detention basin design; community outreach and feedback; design development drawings (at a 40-percent design level); 5 to 10-year cost estimates; potential funding sources; permitting requirements and schedule; and a proposed maintenance plan. The RDA will provide comments to the Consultant no later than 60 days following receipt of the draft plan. The Consultant will incorporate RDA feedback into the final Folsom Corridor City Creek Daylighting Design Master Plan.
 - Hold public open house: The Consultant will help plan and produce materials for a final public open house to present the Folsom Corridor City Creek Daylighting Design Master Plan.

SCHEDULE

The Folsom Corridor City Creek Daylighting Design Master Plan process will be completed within nine to twelve months from execution of the Professional Services agreement. All tasks must be completed and the final Folsom Corridor City Creek Daylighting Design Master Plan must be submitted to the Agency by the final due date. Applicants are required to submit a detailed schedule for all project tasks and deliverables with their proposal.

BUDGET

The current funding allocation for this study is \$200,000.

Seven Canyons Trust will lead the community engagement efforts, and will assist the Consultant with project administration, research, community engagement, creation of project deliverables, and planning the public open house. Approximately 1/3 of the funding allocation (\$68,320) is tentatively dedicated to the Seven Canyons Trust's scope of work.

The Consultant will lead data collection, technical analysis, design tasks, and report generation, and will assist the Seven Canyons Trust with community engagement. Approximately 2/3 of the funding allocation (\$131,680) is tentatively dedicated to the Consultant's scope of work*.

*Note: Proposed budget should include tasks and amounts for which sub-consultants will be responsible, if any.

SECTION II – SUBMISSION INFORMATION

SUBMISSION REQUIREMENTS

Proposals should be no more than ten pages in length, including images, graphics, etc. Applicants shall provide the following information in their Proposal for evaluation:

- **Cover Page**
 - Content limited to image, project title, firm name(s), and logo(s).
- **Cover Letter**
 - Provide the name, contact phone number, email address, and mailing address of the person to whom all correspondence should be sent regarding questions about the application, requests for interviews, or notifications regarding Consultant selection. This person will be responsible for disseminating information to the Consultant team.
- **Consultant Team Qualifications and Experience (50%)**
 - Provide a description of the Applicant team's qualifications to meet the requirements of the RFP, including:
 - Identification of the project manager and their qualifications and demonstrated ability to lead similar, successful projects.
 - Identification and role of key individuals on the Applicant team including their background and experience.
 - If applicable, identification of any work that will be subcontracted to others, and identification of the proposed subconsultants including names, specific assignments, and the qualifications of the subconsultant firms and key personnel.
 - Provide examples of the Applicant team's experience with comparable design projects. Project descriptions should include:
 - Project budget
 - Year completed
 - Lead consultant
 - How the project compares to the Folsom Corridor City Creek Daylighting Design Master Plan, and/or what elements of the project apply to the Applicant's proposal.
 - Final work product, included separately as a pdf or link to an online document.
- **Project Understanding (20%)**

Discuss your understanding of the overall project, the project context, intended outcome(s), and any insights regarding challenges and opportunities with the project.
- **Project Approach, Schedule, and Budget (30%)**
 - Provide an approach that demonstrates understanding of the tasks listed in the Scope of Work. The Scope of Work includes objectives and tasks as a baseline project approach. Applicants are encouraged to propose innovative methods to accomplish the goals of the City and the communities served by this project.
 - Provide a proposed project schedule for completing the project in a timely manner and within the allowed budget.
 - Include an itemized cost estimate for the project that includes labor hour estimates for tasks/sub-tasks, direct (non-labor) costs, and subconsultant costs, if applicable.

SUBMISSION INSTRUCTIONS

- Responses are due on or before Wednesday, November 24 at 5:00 p.m. MST.
- Responses to the RFP that are not received by Agency staff prior to the time and date specified will be considered late. Late responses may be denied at the option of the Agency.
- The Redevelopment Agency of Salt Lake City reserves the right to:
 - Reject any incomplete or irregular submissions.
 - Waive any non-material irregularity in submissions.
 - Reject any and all responses.
- Please submit responses **via email** to:
 - Cara Lindsley, Senior Project Manager
cara.lindsley@slcgov.com
- It is the Applicant's responsibility to ensure delivery of its submission to the Agency by the designated date and time.

SECTION III – SELECTION INFORMATION

SELECTION PROCESS

The Agency will form a Selection Committee, to evaluate all timely and complete Proposals and provide recommendations to the Agency. The Agency intends to employ the following process:

1. If necessary, a short-list of Applicants will be identified: Upon evaluation of the Proposals, the Selection Committee may recommend a short list of Applicants. The Agency may invite the short list of consultants to present their ideas to the Selection Committee. The Selection Committee may request additional information for short list Applicant presentations.
2. The Selection Committee may recommend their top choices to the Agency. The Agency may select a first place and runner up Consultant.
3. If a Consultant is selected, the Agency will inform the selected Consultant and begin the procurement process to complete a contract, including a final Scope of Services based on the Consultant's proposed timeline to complete the project. The first place Consultant will be given a defined period of time to negotiate a contract with the Agency. In the event that a contract is not negotiated within the set timeframe, the Agency reserves the right to enter into negotiations with the next highest ranked Consultant without the need to repeat the RFP process.

SELECTION CRITERIA

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

- Consultant Team Qualifications and Experience (50%)
- Project Understanding (20%)
- Project Approach, Schedule, and Budget (30%)

SECTION IV – GENERAL INFORMATION

QUALIFICATIONS

The selected Consultant team shall possess extensive expertise and experience in landscape architecture, hydrogeology, soil and groundwater contaminant transport, hydraulic engineering, and community engagement.

WRITTEN AGREEMENTS REQUIRED

Once a Consultant is selected, a final Scope of Services will be produced based on the Consultant's proposed timeline to complete the project, and the Consultant shall enter into a written agreement with the Agency to provide the services required under the Scope of Services. If Applicant takes exception to any term, condition, or requirement set forth in this RFP or the Sample Agreement and any of its Exhibits and Attachments, said exceptions must be clearly identified and included in the response to this RFP. **Exceptions or deviations to any of the terms, conditions, or requirements must not be added to the proposal pages but must be submitted in a separate document accompanying offeror's proposal identified as "Exceptions."** However, any exceptions submitted may render the submission as non-responsive to the requirements listed. The RDA shall be the sole determiner of the acceptability of any exception. Therefore, we encourage you to contact the RDA with any questions or concerns as instructed below, rather than submitting Exceptions as part of your proposal. Exceptions shall be considered in the evaluation and the award processes.

ADDENDA TO RFP AND QUESTIONS REGARDING RFP

Addenda to the RFP, if issued, will be posted to the Utah Public Procurement Place ("UPPP") website and will be on file in the Agency office. Links to the UPPP website as well as general information about this RFP can be found on the Agency's website (www.slcrrda.com).

In the event that an Applicant has any questions regarding this RFP, the Applicant must submit questions in writing through the UPPP website (www.purchasing.utah.gov/for-vendors/) no later than Wednesday, November 17 at 5:00 pm MST. Responses to questions received through the UPPP website will be posted to the UPPP website and will not disclose the name of the Applicant asking the question. Only the question and response will be included. As such, verbal inquiries in person or by phone, or written inquiries by email or mail, for any clarification or question, will not be answered. Please note that the Applicant should *not* submit their Proposal via UPPP, and should see the Submission Instructions section for details on how to submit their Proposal.

Applicants or their agents are instructed not to contact City officials or employees or attempt to externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of a written agreement resulting from this solicitation. The Agency, in its sole discretion, may disqualify applicants who violate these instructions.

EQUAL OPPORTUNITY REQUIREMENTS

The applicant, its employees, contractors, and primary sub-contractors will not discriminate against or with respect to any person or group of persons on any unlawful basis throughout the RFP process.

COMPLETENESS

Applicants must be submitted as per the competitive application process administered through the Utah Public Procurement system. Applications that are not received by the RDA prior to the time and date specified will be deemed late and will not be considered. Submissions lacking one or more of the requested submission requirements may be considered incomplete or irregular. The RDA reserves the right to reject any incomplete or irregular submission and reserves the right to waive any non-material irregularity in submissions. The RDA reserves the right to reject any and all applications. No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the RDA or City upon a debt or contract or that is in default, as surety or otherwise, upon any obligation to the RDA or City, or that may be deemed irresponsible or unreliable by the City's Purchasing & Contracts Division. Offerors may be required

to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

COST OF DEVELOPING PROPOSALS

All costs related to the preparation of the Proposals and any related activities are the sole responsibility of the Applicant. The Agency assumes no liability for any costs incurred throughout the entire selection process.

REPRESENTATION REGARDING ETHICAL STANDARDS FOR AGENCY OFFICERS AND EMPLOYEES AND FORMER AGENCY OFFICERS AND EMPLOYEES

The Applicant must represent that it has not: (1) provided an illegal gift or payoff to an 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 bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and promises that it will not knowingly influence, an City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

PUBLIC INFORMATION

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the offeror that are submitted to the RDA, as part of the proposal or otherwise, shall become the property of the RDA when received by the RDA and may be considered public information under applicable law. The RDA is subject to the disclosure requirements of the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated ("GRAMA"). The RDA generally considers proposals and all accompanying material to be public and subject to disclosure. **Any material considered by the offeror to be proprietary must be accompanied by a written claim of business confidentiality containing a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied.** The RDA cannot guarantee that any information will be held confidential. If the offeror makes a claim of business confidentiality, the RDA, upon receipt of a request for disclosure, will determine whether the material should be classified as public or nonpublic, and will notify the offeror of such determination. The offeror is entitled under GRAMA to appeal an adverse determination. **The RDA is not obligated to notify the offeror of a request to see the offeror's proposal, and will not consider a claim of confidentiality, unless the offeror's claim of confidentiality is made in a timely basis and in accordance with GRAMA.**

GOVERNING CODE AND RULES

The RDA's procurement processes, including this competitive solicitation, are governed by Salt Lake City Code 3.24 and Salt Lake City Administrative Rules for Procurement.

SAMPLE AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”), by and between Redevelopment Agency of Salt Lake City, a public entity (“**Agency**”) and _____ (“**Consultant**”, and collectively with Agency, the “**Parties**”), and is dated as of the date the City Recorder attests the applicable Agency signature (which date shall be the recordation date).

RECITALS

1. Consultant desires to provide technical analysis, community engagement, and design consultant services for the Folsom Corridor City Creek Daylighting Design Master Plan.
2. Agency desires to engage Consultant for such services, subject to the terms and conditions of this Agreement.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the Parties agree as follows:

1. Scope of Services: Agency agrees to engage Consultant and Consultant agrees to provide its professional and technical services as shown on the Scope of Services attached hereto and incorporated herein as Exhibit A. Agency reserves the right to solicit other services during the term of this Agreement, even if such services are within the Consultant’s Scope of Services. Consultant shall furnish all materials, supervision, labor, and equipment to complete the requirements of this Agreement.
2. Compensation and Method of Payment: Agency agrees to pay Consultant a not-to-exceed amount of one hundred thirty-one thousand six hundred eighty dollars (\$131,680) to complete the tasks outlined in the Scope of Services. Consultant shall submit invoices to Agency on a monthly basis for the services it has performed which are within the Scope of Services, and the Agency shall make payment to the Consultant within 30 days of receipt of the invoice, if the Agency does not dispute the amount of the invoice. If the amount of the invoice is disputed, the Agency shall, within 30 days of receipt of the invoice by the Agency, pay the undisputed amount to the Consultant and notify the Consultant in writing why an amount of the invoice has not been paid and the Parties will work in good faith to resolve the dispute.
3. Term: This Agreement shall commence on the Effective Date and terminate on _____ (“**Term**”). [Agency shall have the right to extend this Agreement for an additional term of up to _____ months by giving Consultant written notice at least ten (10) days before the expiration of the original term, provided, however, that Agency may terminate such additional term by giving Consultant at least five (5) days prior written notice of such termination.] Consultant shall perform its services in a timely manner, in accordance with the best professional standards of practice, and in accordance with any schedule in the Scope of Services.

4. Amendments: Any change in this Agreement shall be mutually agreed upon by the Agency and the Consultant and shall be set forth in a written amendment to this Agreement.

5. Subconsultant Agreements: All the services required hereunder will be performed by the Consultant or under its supervision and all personnel engaged in providing the services shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. Any subconsultants engaged by Consultant to complete the Scope of Services must be approved (and have their fees approved) by the Agency in writing prior to that subconsultant performing any services under this Agreement.

6. Agency's Obligations: The Agency shall provide, at no expense to the Consultant, such books, maps, records, plans, reports, statistics or other data or information, that are existing, as may be reasonably required by the Consultant to perform the tasks or services.

7. Assignment: Consultant shall not assign any obligation under this Agreement without Agency's written consent, which may be withheld in Agency's sole discretion.

8. Discrimination: The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin.

9. Ownership of Materials: All materials and other documentation prepared pursuant to this Agreement (whether completed or uncompleted, or draft or final) shall become the property of the Agency upon expiration of the Term. The Agency shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. Credits for work prepared by the Consultant shall be included with all documents issued by the Agency. The Consultant retains the right to duplicate and retain copies of all reports and other documents prepared in providing services pursuant to this Agreement.

10. Independent Contractor Relationship: The legal relationship of the Consultant to the Agency with respect to the services required under this Agreement shall be that of an independent contractor and not that of an agent or employee.

11. Notices: All notices under this Agreement shall be sent to the following address:

Agency: Redevelopment Agency of Salt Lake City
 P.O. Box 145455
 451 South State Street, Room 118
 Salt Lake City, Utah 84114-5518
 Attention: _____

Consultant: _____

 Attention: _____

12. Indemnification: Consultant shall indemnify, save harmless, and defend Agency, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of Consultant's wrongful, reckless, or negligent performance hereunder. Consultant's duty to defend City shall exist regardless of whether Agency or Consultant may ultimately be found to be liable for anyone's negligence or other conduct. If Agency's tender of defense, based upon this indemnity provision, is rejected by Consultant, and Consultant is later found by a court of competent jurisdiction to have been required to indemnify Agency, then in addition to any other remedies Agency may have, Consultant shall pay Agency's reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Consultant to indemnify the indemnitee against the indemnitee's own negligence.

13. Termination: Agency may terminate this Agreement at any time, for any reason, by providing Consultant at least five (5) days written notice of its intent to terminate the Agreement. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant or the Consultant's subconsultants under this Agreement shall, at the option of the Agency, and upon payment of all undisputed amounts for all services satisfactorily performed prior to the effective date of termination, be delivered to Agency within three (3) days after the effective date of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Agreement by the Consultant, and the Agency may withhold any payments otherwise due to the Consultant until such time as the exact amount of damages due to the Agency from the Consultant is determined.

14. Compliance with laws and regulations: Consultant shall obey all laws, ordinances, regulations and rules of the federal, state, county and municipal governments that may be applicable to its operations. Said laws include, but are not limited to, equal employment opportunity laws (including without limitation, the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act of 1967), the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, the Utah Immigration Accountability and Enforcement Act, and all applicable building codes. Any violation of applicable law shall constitute a breach of this Agreement and Consultant shall hold the Agency harmless from any and all liability arising out of, or in connection with, said violations including any attorneys' fees and costs incurred by the Agency as a result of such violation.

15. Confidentiality: All of the draft and final reports prepared or assembled by the Consultant under this Agreement are confidential until made public by the Agency. The Consultant agrees that the draft and final reports shall not be made available to any person or organization without the prior written approval of the Agency.

16. Standard of Care: All services provided by Consultant and Consultant's subconsultants hereunder shall be performed in accordance with the professional standards of licensed professionals of their respective disciplines experienced, competent and specializing in

the services being provided to the project (whether licensed and/or practicing in the jurisdiction where the project is located or elsewhere).

17. Insurance: Consultant, at its own cost, shall secure and maintain the following insurance:

(a) GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

1. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to Agency.
2. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:
 - a. Currently rated A- or better by A.M. Best Company;
 - OR—
 - b. Listed in the United States Treasury Department’s current *Listing of Approved Sureties (Department Circular 570)*, as amended.
3. Consultant shall furnish certificates of insurance, acceptable to Agency, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.
4. In the event any work is subcontracted, Consultant shall require its subcontractor, at no cost to Agency, to secure and maintain all minimum insurance coverages required of Consultant hereunder.
5. All required certificates and policies shall be endorsed as needed to provide that coverage thereunder shall not be canceled or modified without providing, in a manner approved by the City Attorney, 30 days’ prior written notice to Agency or 10 days’ prior written notice for cancellation due to non-payment of premiums.

(b) REQUIRED INSURANCE POLICIES. Consultant, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

1. Workers’ compensation and employer’s liability insurance sufficient to cover all of Contractor’s employees pursuant to Utah law, unless a waiver of coverage is allowed and acquired pursuant to Utah law. In the event any work is subcontracted, Contractor shall require its subcontractor(s) similarly to provide workers’ compensation insurance

for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

2. Commercial general liability (CGL) insurance with the Redevelopment Agency of Salt Lake City as an additional insured on a primary and non-contributory basis in comparison to all other insurance including Agency's own policy or policies of insurance, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect Agency, Consultant, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Consultant's operations under this Agreement, whether performed by Consultant itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and products-completed operations.
3. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles used in connection with this Agreement in the minimum amount of a combined single limit of \$1,000,000 per occurrence or \$500,000 liability per person, \$1,000,000 liability per occurrence, and \$250,000 property damage. These limits can be reached either with a commercial automobile liability insurance policy alone, or with a combination of a commercial automobile liability insurance policy and an umbrella insurance policy and/or a commercial automobile liability insurance policy and an excess insurance policy. If the policy only covers certain vehicles or types of vehicles, such as scheduled autos or only hired and non-owned autos, Contractor shall only use those vehicles that are covered by its policy in connection with any work performed under this Agreement.
4. Professional liability insurance in the minimum amount of \$1,000,000 per claim made with a \$1,000,000 annual aggregate limit.

18. Governing law: This Agreement and all transactions contemplated hereunder shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

19. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the Parties hereto and supersedes any previous understandings, commitments, proposals, or agreements whether oral or written.

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

21. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT**. Agency is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Consultant pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Consultant. Any materials for which Consultant claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting Consultant's claim of business confidentiality. Agency will make reasonable efforts to notify Consultant of any requests made for disclosure of documents submitted under a claim of business confidentiality. Consultant may, at Consultant's sole expense, take any appropriate actions to prevent disclosure of such material. Consultant specifically waives any claims against Agency related to disclosure of any materials required by GRAMA.

22. Appropriation: All financial commitments by Agency shall be subject to the appropriation of funds approved by the Agency's Board of Directors and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

(Signatures Begin on Following Page)

IN WITNESS WHEREFORE, the Agency and the Consultant have executed this Agreement to be effective as of the Effective Date.

AGENCY:

Salt Lake City Corporation, a Utah municipal corporation

By _____

Name: _____

Title: _____

Attest and countersign:

Approved as to form:

Salt Lake City Recorder's Office

Salt Lake City Attorney's Office

CONSULTANT:

_____, a _____

By _____

Name: _____

Title: _____

**EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT**

(Scope of Services)

The Consultant shall perform the following services as requested by Agency: