

REQUEST FOR PROPOSAL

For

LEHI CITY IMPACT FEE FACILITIES PLAN, AND IMPACT FEE STUDY

RFP #12001

Issued February 9, 2012

Lehi City
153 North 100 East
Lehi, Utah 84043

**Request for Proposal
LEHI CITY IMPACT FEE FACILITIES PLAN, AND IMPACT FEE STUDY**

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1: PURPOSE OF RFP	3
SECTION 2: GENERAL INFORMATION.....	3
SECTION 3: SPECIFICATIONS	
3.1 Qualifications.....	8
3.2 Project Specifications.....	8
SECTION 4: PROPOSAL EVALUATION	10
SECTION 5: GENERAL TERMS & CONDITIONS	11

**LEHI CITY
Request for Proposal
February 9, 2012**

**LEHI CITY IMPACT FEE FACILITIES PLAN, AND
IMPACT FEE STUDY**

SECTION 1 : PURPOSE OF RFP

1.1 GENERAL

The City of Lehi (Owner) is located in Utah County, occupies approximately 27 square miles, and has approximately 48,000 residents. Lehi City is approximately 35% built-out with a projected population of approximately 159,000 when fully developed. A Capital Facilities Plan (CFP) and an Impact Fee Study was last conducted in 2007.

This Request for Proposal will assist the City in selecting an experienced consultant, or team of consultants (Respondent), to conduct the activities necessary to develop an up-to-date and complete Impact Fee Facilities Plan (IFFP) and associated rate study. The IFFP and associated rate study shall satisfy the requirements of Title 11, Chapter 36 of the Utah Code "Impact Fees Act," as well as other applicable federal and state laws. The City requires a thorough study and final report that evaluates City impact fees and associated facilities. This study will also include a review of all the City's facility master plans that have recently been conducted by a handful of different engineering firms. This report must include the method of calculation, and documentation of relevant data.

The consultant will evaluate the following facilities: parks & trails, storm drainage, culinary water, sewer, secondary water, roads, police, fire, and power.

This RFP is part of a competitive procurement process which helps to serve the best interests of the Owner and its citizens. It also provides each Respondent with a fair opportunity for its services to be considered. Throughout the remainder of this document said Respondent will be referred to as Consultant.

SECTION 2 : GENERAL INFORMATION

2.1 PROPOSAL RESPONSE OUTLINE

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections:

Tab 1 LETTER OF TRANSMITTAL. The letter of transmittal should include an introduction of the Consultant, the name, address, telephone number and fax number of the person to be contacted along with others who are authorized to represent the company in dealing with this RFP. Any other information not appropriately contained in the proposal itself should also be included.

Tab 2 EXECUTIVE SUMMARY. An executive summary will briefly describe the Consultant's approach and clearly indicate any options that need to be highlighted or alternatives being proposed. It should also indicate any major requirements that cannot be met by Consultant.

Tab 3 DETAILED DISCUSSION. This section should constitute the major portion of the proposal and must contain **a specific response in outline form to each section in this RFP. Outline numbers should correspond, in order, to the section numbers contained in this RFP.** Failure to provide written response to items indicated in this RFP will be interpreted by Owner as an inability by the Consultant to provide the requested service.

Detailed discussion should include the following:

- A. Consultant's and/or sub-consultants' understanding of project requirements
- B. Key personnel and sub-consultants who would be assigned to the project, including qualifications
- C. Consultant's and sub-consultants' experience with similar projects including references
- D. Suggested scope of services and project schedule

Tab 4 COST PROPOSAL. The Consultant must submit a cost proposal allowing costs to be evaluated independently of other criteria in the proposal. The cost proposal should include the method of determining compensation for the required services with a not-to-exceed cost estimate.

Tab 5 FINANCIAL REPORT. The Consultant should furnish a current financial report for the company's most recent fiscal year, audited, if available.

Detailed discussion should include the size of firm as measured by:

- A. Number of personnel
- B. Number of clients
- C. Annual sales, both inside and outside of Utah

Tab 6 Miscellaneous additional information and attachments including company literature and catalogs.

2.2 ADMINISTRATIVE GUIDANCE

The information provided herein is intended to assist Consultants in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested Consultants with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Consultants are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFP.

2.3 ISSUING OFFICE AND RFP REFERENCE NUMBER

Lehi City's Finance Department is the issuing office for this RFP and all subsequent addenda relating to it. The reference number for the transaction is #12001. This number must be referenced on all proposals, correspondence, and documentation relating to the RFP.

2.4 SUBMISSION OF PROPOSAL

Consultants are requested to submit an electronic copy of the proposal through BidSync.com or may submit one (1) bound hardcopy and one (1) CD electronic copy at the Lehi City Hall, located at 153 North 100 East, Lehi, Utah. The RFP must be received no later than 2:00 P.M. Mountain Daylight Time Wednesday, April 4, 2012. Responses should be addressed as follows:

**RFP #12001; Lehi City Impact Fee Facilities Plan, and Impact Fee Study
Lehi City Purchasing Office
153 North 100 East
Lehi, Utah 84043**

If not submitted through BidSync.com, proposals may be either mailed or hand-delivered. If the proposal is sent by mail to the Purchasing Office, the consultant shall be responsible for actual delivery of the proposal, to the proper office before the deadline. Proposals received after this deadline will be late and ineligible for consideration. Following the deadline, the names of those responding to the RFP will be made public. All other information will remain confidential, as required by law (please see section 2.10 herein).

Unless specifically authorized by the City's Purchasing Agent, telephonic RFP's will not be considered. However, modifications by email, fax, etc., of RFP's already submitted will be considered if received prior to the time for opening of RFP's.

2.5 INQUIRIES

Questions arising subsequent to the issuance of this RFP, that could have a significant impact on the responses to the RFP, shall be submitted in writing through BidSync.com, Attn: Alyson Alger. Questions and answers will be consolidated and provided to all consultants on record as receiving this RFP. All such questions should be received three (3) working days prior to proposal due date.

2.6 CONSULTANT'S RESPONSIBILITY FOR PROPOSAL COSTS

Owner is not liable for any cost incurred by consultant associated with the preparation of the RFP or the negotiation of a contract for services prior to the issuing of the contract.

2.7 EVALUATION OF PROPOSALS

Owner may award a contract based on initial proposals received without discussion of such proposals with consultants. Accordingly, each initial proposal should be submitted with the most favorable price and service available. Specific proposal evaluation criteria and methods are included under Section 4 "Proposal Evaluations."

2.8 ORAL PRESENTATION

Owner may require an oral presentation by consultant to supplement a written proposal. These presentations will be scheduled, if required, by the Purchasing Agent after proposals are received and prior to the award of the contract.

2.9 PRE-PROPOSAL MEETING

Owner will host a pre-proposal meeting on March 1st to discuss any questions that prospective consultants might have for the bid committee. If prospective consultants are unable to attend, a conference call can be arranged. Those unable to attend the meeting will be provided additional information disclosed at the pre-proposal meeting.

2.10 AWARD OF THE CONTRACT

Upon completion of the evaluation process, Owner may negotiate with and award the contract to the Consultant whose proposal is determined to be most advantageous to the Owner. The contract must be executed by the parties prior to commencement of performance. The contract will incorporate the provisions of this RFP (including any addenda) and the general terms and conditions described in Section 5. By submitting a signed proposal as required by Section 2.14, Consultant is agreeing to the provisions of the contract described herein.

2.11 PROTECTED INFORMATION

Under the Government Records Access and Management Act, Section 63-2-101 et seq., Utah Code Ann. (1993 and supp. 1996), as amended ("GRAMA") certain information in the proposal submitted may be open for public inspection. If Consultant desires to have information contained in its proposal protected from such disclosure, the Consultant may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the proposal (GRAMA, Section 63G-2-309). Pricing elements of any proposal will not be considered protected. All material contained in and/or submitted with the proposal becomes the property of the Owner and may be returned only at the Owners option.

2.12 ADDENDUM TO RFP

In the event that it becomes necessary to revise this RFP in whole or in part an addendum will be provided to all Consultants on record as having received this RFP.

2.13 REPRESENTATIVES AND NOTICES

During the RFP process (from the date of issue through the date of contract award or other final decision) the Purchasing Agent is the sole source of official information regarding this RFP. The City has designated Alyson Alger as its representative. All other communications, both spoken and written, which are received by any representative of the Consultant from other sources (such as employees in other departments) should be confirmed by the Consultant with the representative as being true and accurate prior to incorporating such information into their response. This refers to both formal and informal conversations and communications. Please remember that significant changes to the RFP will always be issued as a formal, written addendum.

2.14 AUTHORIZED REPRESENTATIVES

The RFP must contain the signature of a duly authorized officer or agent of the Consultant's company empowered with the right to bind the Consultant for the amounts estimated and terms proposed. The Consultant must also provide evidence of the authority of the officer or agent to bind the Consultant. Owner shall have the option to change Consultant's contact person if it is in the best interest of Owner.

Include this information within your "Letter of Transmittal", which will be tabbed section "A" of your proposal.

2.15 ANTI-COLLUSION

The submission of a proposal constitutes agreement that the Contractor has not divulged its proposal to, or colluded with, any other Consultant or party to a proposal what-so-ever.

2.16 RESTRICTIONS

All proposals must clearly set forth any restrictions or provisions deemed necessary by the Consultant to effectively service the proposed Contract.

2.17 RIGHT TO REJECT

Owner reserves the right to reject any or all proposals and to waive any informality or technicality in any proposal in the interest of Owner.

SECTION 3 : SPECIFICATIONS

3.1 QUALIFICATIONS:

Consultants shall provide the following information in their Proposal for evaluation by Owner:

- A. A list and brief description of projects similar in scope and size for which the Consultant has provided professional services; a discussion of whether or not the projects were completed on time and within budget; and the names of persons responsible for the owner/developer and his/her telephone number.
- B. A proposed organizational chart to be used by the Consultant in the performance of the services described in the RFP.
- C. Names and qualifications (including professional training, licenses, experience, awards, etc.) of personnel to be assigned to this project; the time commitments of these personnel to the Owner's other projects; the role of each in the referenced projects listed and the proposed role of each in the performance of this project contract.

3.2 PROJECT SPECIFICATIONS- LEHI CITY IMPACT FEE FACILITIES PLAN AND IMPACT FEE STUDY

3.2.1 PROJECT DESCRIPTION

Lehi City requests that firms submit sealed proposals for providing both an up-to-date Impact Fee Facilities Plan (IFFP) and an impact fee rate study. The IFFP and associated rate study must include the evaluation, verification, and application of the City's facility master plans. This RFP is part of a competitive procurement process, which helps to serve the best interest of the Owner and its consumers. It also provides a Consultant with a fair opportunity for their services to be considered.

The study must use a generally accepted methodology to create a decision making tool in providing direction for an effective and up-to-date Impact Fee Facilities Plan (IFFP) and associated impact fees.

Study costs should include travel and presentation time to recommend potential legislation and fee changes to the City Council for one full day.

3.2.2 GENERAL RESPONSIBILITIES

3.2.2.1 Items to be provided by the Owner:

- 1) Lehi City Ordinances related to impact fees, including the most recently approved Fee Schedule.
- 2) Existing capital infrastructure database information of every type associated with impact fees within the City.
- 3) Existing information from the Impact Fee and Capital Facilities Plan adopted in 2007.

- 4) Applicable information from the following substantially completed master plans: parks & trails, storm drainage, culinary water, sewer, secondary water, roads, police, fire, and power
- 5) Any other requested requirements by Consultant if available.

3.2.2.2 Services to be provided by the Consultant:

- 1) Evaluate and suggest changes and/or approval of the substantially completed existing facility master plans, including the level of service standard. Note: The Consultant, in conjunction with City staff, will need to work with the engineering firms primarily responsible for each facility master plan in order to complete this task.
- 2) Based on approval of the master plans, provide an Impact Fee Facilities Plan for each of the following facilities: parks & trails, storm drainage, culinary water, sewer, secondary water, roads, police, fire, and power. The Impact Fee Facilities Plan shall:
 - A. Establish a service standard
 - B. Create an inventory of existing facilities
 - C. Determine method of financing existing facilities
 - D. Determine excess capacity
 - E. Determine additional facilities needed at present
 - F. Determine method of financing needed facilities
- 3) Using the Impact Fee Facilities Plan as a guide, calculate the impact fee schedule; also, review the City's current code, waiver and exemption requirements, study criteria and standards, etc. The Impact Fee Study shall:
 - A. Determine the proportionate share of costs directly attributable to new development
 - B. Calculate credits for future contributions
 - C. Calculate the maximum allowable impact fee
- 4) Provide comparative analysis of all legislation, fees, and practices to determine and propose the most current best practices and regional practices.
- 5) Ensure the resulting Impact Fee Facilities Plan and associated rate schedule and regulation ordinances are consistent with all applicable State and Federal laws (i.e. Title 11, Chapter 36 of the Utah Code "Impact Fees Act").
- 6) Provide City with an IFFP that addresses the required six (6) year planning window for the impact fee calculations and a 10-year planning window for capital facilities planning (with accompanying fee increase proposals)—based on current growth trends.
- 7) Prepare specific goals, objectives and policies that will integrate the recommendation from the previous sections into a plan of action.
- 8) Conduct periodic coordination meetings with City staff and designees to review progress and discuss issues.
- 9) Consultant shall present the completed plan for adoption to the City's Administration Department, City Council and Mayor.

SECTION 4 : PROPOSAL EVALUATION

SECTION 4.1 PROPOSAL EVALUATION CRITERIA

The criteria to be used to evaluate proposals, listed in their relative order of importance, are as follows:

- 1) 35%: Qualifications (Experience, past performance, and reputation with Lehi City & others)
- 2) 25%: Availability and schedule to completion
- 3) 25%: Cost (not-to-exceed and hourly rates)
- 4) 10%: Insurance
- 5) 5%: Organization and approach

NOTE: In addition to addressing the specific criteria listed, each Consultant should provide a detailed response to each requirement in this RFP as indicated in Section 2.1, Proposal Response Outline.

SECTION 4.2 EVALUATION PROCESS

All proposals in response to this RFP will be evaluated in a manner consistent with Lehi City and Utah state procurement code and all applicable rules and policies.

In the initial phase of the proposal evaluation process, the evaluation committee will review all proposals timely received. First, non-responsive proposals (those not conforming to RFP requirements) will be eliminated. Second, the remaining proposals will be evaluated in a cursory manner to eliminate from further consideration those proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration. Each Consultant bears sole responsibility for the items included, or not included, in the response submitted by that Consultant. Owner reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

At the conclusion of this initial evaluation phase, selected proposals will be chosen for detailed review and evaluation, including oral presentations, as mentioned in section 2.8, if required. Owner reserves the right to be the sole judge as to the overall acceptability of any proposal or to judge the individual merits of specific provisions within competing offers.

SECTION 5 : GENERAL TERMS AND CONDITIONS

5.1 CONTRACT

The work will be conducted using a single prime Contract. The intention of the Contract is to include all labor and material, and transportation necessary for the manufacture and delivery of the material equipment specified materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

The Contract shall be signed in triplicate by the Owner and the Consultant. The accepted proposal will be retained by the Owner for his files.

5.2 THE CONSULTANT

It is understood and agreed that the Consultant has satisfied himself as to the character of equipment required under this contract and all other matters which can in any way affect his execution of this contract.

No verbal agreement or conversation with any officer, representative, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify the terms or obligations herein contained.

5.3 THE OWNER

The Owner shall have general supervision of the work. The Owner shall have authority to direct the program of manufacture and delivery to insure the performance of the contract at the time required and in the manner prescribed.

5.4 ASSIGNMENT

Any and all sub-consultants or sub contracts shall be listed and approved by the Owner. Consultant shall not assign or subcontract any portion of its obligations under the Contract without the prior written consent of Owner. Assignment or subconsulting shall in no way relieve the Consultant of any of its obligations under this Contract.

5.5 LAWS AND ORDINANCES

The laws of the State of Utah shall govern any contract executed between the successful Consultant and Owner. Further, the place of performance and transaction of business shall be deemed to be in the County of Utah, State of Utah, and in the event of litigation, exclusive venue and place of jurisdiction shall be the State of Utah, and more specifically, the district court of Utah County, Utah.

5.6 TERMINATION, SUSPENSION OR ABANDONMENT

5.6.1 The City may terminate this agreement at any time upon seven (7) calendar days' written notice, in the event the services of the Consultant, in the sole judgment of the City, are unsatisfactory, because of the Consultant's failure to prosecute the work with diligence or within the time limit specified, in the event of the Consultant, in the sole judgment of the City, has materially breached this Contract; provided, however, that after receiving the City's written notice, Consultant shall have five working days in which to cure any such deficiency.

5.6.2 The right reserved by the City to suspend or abandon this Agreement at any time upon seven (7) calendar days written notice, in the event the Project is to be abandoned or indefinitely postponed, in the sole discretion of the City.

5.6.3 In the event of termination, suspension or abandonment, without cause, the City shall pay the Consultant for services performed according to this agreement up to the time of such termination, suspension, or abandonment.

5.6.4 All work accomplished by the Consultant prior to the date of any termination shall be recorded, and tangible work documents shall be transferred to and become the sole property of the City. If the City has terminated the Project without cause, and then requests to resume the Project with the Consultant after more than three (3) months from the date of termination, the Consultant's compensation shall be subject to renegotiation.

5.7 ACCEPTANCE OF SERVICES RENDERED

Owner, through its designated agents and representatives, will be the sole determining judge of whether services rendered under the Contract satisfy the requirements as identified in the Contract.

5.8 INDEMNIFICATION

To the fullest extent permitted by law the Consultant shall indemnify, defend and hold harmless Owner, and any subsidiary or affiliate of the Owner, and its past, present and future agents, representatives and employees from and against all claims, damages, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work, provided that such claim, damages, loss, liability, lien, cost citation, penalty fine or expense is caused in whole or in part by any negligent, grossly negligent, or intentional act or omission of the Consultant, any subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, regardless of whether liability is imposed up such indemnified party. This indemnity obligation is intended to include the indemnification of Owner indemnified hereunder for damages apportioned to the Consultant, any subconsultant, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the Owner. In any and all claims against the Owner, or any subsidiary of affiliate, or any of its past, present or future agents, representatives or employees by any employee of the Consultant, any subconsultant, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or types of damages, compensations or benefits payable by or for the Consultant, or any subconsultant, the worker's or workman's compensation acts, disability benefit acts or other employee-benefit acts.

To the fullest extent by law, the Consultant shall indemnify, defend and hold harmless the Owner and any subsidiary or affiliate, and its past, present and future agents, representatives and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, directly or indirectly arising out of or based in whole or in part upon:

A. The Consultant's breach of any covenant or warranty of the Agreement.

- B. Any damage or loss to any property caused in whole or in part by the Consultant any sub-consultant, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damages or loss attributable solely to acts or omissions of the Owner or its agents or employees and not attributable to the fault or negligence of the Consultant.
- C. The Consultant's failure to comply with any applicable law, rule or ordinance.
- D. The indemnity obligations of this paragraph are in addition to the indemnity obligation of the Consultant under the indemnification section.

5.9 INSURANCE

The Consultant shall, at its own expense, provide for the payment of Worker's Compensation benefits to its employees employed on or in connection with the work covered by this RFP, in accordance with applicable laws.

- 5.9.1** The Consultant shall at its own expense, carry and maintain Comprehensive General Liability Insurance including but not limited to \$1,000,000.00 per occurrence.
- 5.9.2** The Consultant shall at its own expense, carry and maintain Automobile Public Liability insurance with Bodily Injury and Death Limits of at least \$250,000 for any one person and \$500,000 for any one occurrence, and Property Damage Limit per occurrences of \$250,000. Such benefits and such coverage as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Consultant's liability under this Contract.
- 5.9.3** Consultant shall at its own expense, carry and maintain professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000; with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.
- 5.9.3** The Consultant shall likewise require its subconsultants, if any, to provide for such benefits and carry and maintain such insurance at no expense to the Owner.
- 5.9.4** The Consultant shall furnish Owner with a copy of certificates of insurance as evidence that policies providing the required coverage's and limits of insurance are in full force and effect.
- 5.9.5** Certificates of insurance for Commercial General Liability and Umbrella Liability shall be submitted within 30 days following Contract execution.
- 5.9.6** Certificates of insurance covering physical loss or damage to equipment and materials shall be submitted at least 30 days before the first shipment of the equipment and materials. A certificate for each of the other insurance policies shall be submitted at least 30 days prior to the expected arrival of the Consultant's personnel at the site of installation.
- 5.9.7** All insurance coverage furnished under this Contract, with the exception of Worker's Compensation and Employer's Liability, shall include the Owner, directors, officers, agents, and employees as additional insured with respect to the activities of the Consultant and its subconsultants.

Before any of the Consultant's or its subconsultant's employees shall do any work upon the Owner's premises, the Consultant shall furnish the Owner with a certificate in duplicate evidencing that such benefits have been provided and that such insurance is being carried and maintained. Such certificate or certificates shall specify the date when such benefits and insurance expire. The Consultant agrees that such benefits shall be provided and such insurance carried and maintained until after the entire work under the Contract has been accepted. The Consultant shall provide Owner at least sixty (60) days advance written notice prior to cancellation, termination or material alteration of said policies of insurance.

5.10 EQUAL EMPLOYMENT OPPORTUNITY POLICY

No Consultant of goods and/or services under this RFP or any contract shall discriminate against any employee, applicant for employment, or recipient of services on the basis of race, religion, color, sex, age, disability, or national origin.

5.11 RECORD KEEPING AND AUDIT RIGHTS

Any Consultant providing goods or services under any contract shall maintain accurate accounting records for all goods and services provided thereunder, and shall retain all such records for a period of at least three (3) years following termination of the Contract. Upon 48 hour notice and during normal business hours Owner, or any of its duly authorized representatives, shall have access to and the right to audit any records or other documents pertaining to the Contract. The Owner's audit rights shall extend throughout the term of the Contract and for a period of at least three (3) years thereafter.

5.12 MANAGEMENT REPORTS

Upon request the Consultant should be able to summarize and concisely report pertinent information to Owner in a timely manner, throughout the duration of any contract resulting from this RFP.

5.13 FURTHER AGREEMENTS

In addition to a proposal, Owner may from time to time require Consultant to execute certain additional documents or agreements, including without limitation a Contract, for the purpose of clarifying the intention of the parties with respect to providing the goods or services hereunder.

5.14 RELATIONSHIP OF THE PARTIES

In assuming and performing the obligations of any contract, Owner and any consultant shall each be acting as independent parties and neither shall be considered or represent itself as a joint venture, partner or employee of the other.

5.15 TAXES – CONSULTANT'S RESPONSIBILITY

Consultant's shall be responsible for and pay all taxes which may be levied or incurred against the Consultant in connection with the performance of any services under a Contract, including taxes levied or incurred against Consultant's income, inventory, property, sales, or other taxes.

5.16 TAXES - OWNER IS EXEMPT

The Owner is exempt from the payment of any federal excise or any Utah sales tax (State of Utah Sales Tax Exemption number: Q41296). Exemption certification information appears on all purchase orders issued by Owner and such taxes will not apply to Owner unless otherwise noted. The price must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price Consultant may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by Owner.

5.17 ROYALTIES AND PATENTS

The Consultant shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

5.18 PAYMENTS

These terms of payment cover payments to be made at the time of delivery of the study.

Unless otherwise specifically indicated in these contract documents, the terms of payment will be NET, 30 days upon delivery and acceptance of the CFP, IFFP, and impact fee study. A five percent (5%) retainage will be withheld until final product is reviewed and accepted by the City.

Invoices shall be submitted to:

Lehi City
Attn: Accounts Payable
153 North 100 East
Lehi Utah, 84043

5.19 PAYMENT WITHHELD

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect himself from loss on account of:

5.19.1 Defective study not remedied.

5.19.2 Claims filed or reasonable evidence indicating probable filing of claims.

5.19.3 Any other violation of or failure to comply with the provisions of this contract.
When the above grounds are removed payment shall be made for amounts withheld because of them.

Owner reserves the right, in case of Consultant default, to procure the services from other sources while holding the defaulting Consultant responsible for any excess costs occasioned thereby.

5.20 ACCEPTANCE AND FINAL PAYMENT

In a timely manner after the study has been delivered and accepted, the Owner will make a final estimate stating that the Contract has been completed and that the study has been accepted by him under the terms and conditions thereof, with qualifications, if any, as stated and the balance found to be due the Consultant according to the terms of payment shall be paid by the Owner, as provided under 5.20 PAYMENTS of this document. Prior to filing final estimate Consultant shall file with the Owner a sworn statement that all items of labor entering into the study have been paid.

5.21 CHANGE ORDERS

All change orders shall be described on a Change Order Request Form, provided by the Owner, and be authorized in writing by Owner prior to proceeding with work requested.

No payment shall be made to the Consultant for labor involved in correcting errors or omissions on the part of the Consultant, which result in the final proposal not in accordance with the Specifications.