

REQUEST FOR PROPOSAL

**Consulting Services for the Design and
Implementation of a Power Substation**

RFP #2013-2

Issued July 1, 2013

Lehi City Corporation

153 North 100 East

Lehi, Utah 84043

LEHI CITY

Request for Proposal

July 1, 2013

**CONSULTING SERVICES FOR A POWER SUBSTATION
DESIGN AND IMPLEMENTATION**

Table of Contents

SECTION 1: PURPOSE OF RFP 3

SECTION 2: GENERAL INFORMATION 4

SECTION 3: SPECIFICATIONS 9

SECTION 4: PROPOSAL EVALUATION 10

SECTION 5: GENERAL TERMS AND CONDITIONS 11

LEHI CITY

Request for Proposal

June 20, 2013

**CONSULTING SERVICES FOR A POWER SUBSTATION
DESIGN AND IMPLEMENTATION**

SECTION 1: PURPOSE OF RFP

1.1 GENERAL

Lehi City (Owner), located in Utah County, occupies approximately 27 square miles and has approximately 51,000 residents (as of July 1, 2012). The population has grown significantly over the last 13 years, increasing by 149 percent since 2000. The City is approximately 35 percent built out with a projected population of approximately 159,000 when fully developed.

Lehi currently operates six transformers with a 20 MVA capacity and three transformers with a 5 MVA capacity. In order to prepare for the growth and development of the City, Lehi Power Department needs to build an additional substation. This Request for Proposal will assist the City in selecting an experienced individual or team to provide consulting services and participate in activities for the planning and design of an additional power substation. Consultant activities will include conducting a needs assessment, making recommendations for the size and design of the transformers, locating a substation site and procuring the property, facilitating necessary agreements, and acquiring necessary permits.

This RFP is part of a competitive procurement process, which helps to serve the best interests of the Owner and its residents. It also provides a fair opportunity for multiple consultants or firms to be considered for the project. Throughout the remainder of this document, respondents to this proposal will be referred to as Consultant.

SECTION 2: GENERAL INFORMATION

2.1 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.

2.2 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:

LETTER OF TRANSMITTAL

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

EXECUTIVE SUMMARY

An executive summary should 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 the Consultant.

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. Suggested scope of services and project schedule (See Section 3.2.2).
- B. 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.
- C. A proposed organizational chart to be used by the Consultant in the performance of the services described in the RFP.
- D. 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 and telephone numbers of persons responsible for the owner/developer.

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.

FINANCIAL REPORT

The Consultant should furnish a current financial report (audited, if available) for the company's most recent fiscal year.

The financial report should include the size of firm as measured by:

- A. Number of personnel;
- B. Number of clients, including the names of clients in the State of Utah; and
- C. Annual sales.

MISCELLANEOUS

The Consultant should provide any supplemental information and attachments relevant to the proposal, including company literature and catalogs.

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 #2013-2. This number must be referenced on all proposals, correspondence, and documentation relating to the RFP.

2.4 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 designated Purchasing Agent is:

Alyson Alger
801-768-7100 Ext. 2257
aalger@lehi-ut.gov

All 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 Purchasing Agent 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.

2.5 SUBMISSION OF PROPOSAL

Lehi City requests that firms submit sealed proposals for consulting services. Consultants are requested to submit an electronic copy of the proposal through BidSync.com. If not submitted through

BidSync.com, Consultants may either mail or hand-deliver one (1) bound hardcopy and one (1) CD electronic copy to Lehi City Hall, located at 153 North 100 East, Lehi, Utah. The RFP must be received no later than 5:00 P.M. Mountain Daylight Time Wednesday, July 31, 2013. Responses should be addressed as follows:

RFP #2013-2: Power Substation Consulting Services
Lehi City Purchasing Office
153 North 100 East
Lehi, Utah 84043

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 2.12 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.

2.6 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.

2.7 PRE-PROPOSAL MEETING

Owner will host a pre-proposal meeting on July 22, 2013, at 11 a.m. 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. The pre-proposal meeting will be held at:

Lehi City Power Department
560 West Glen Carter Drive
Lehi, UT 84043

2.8 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.

2.9 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."

2.10 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.

2.11 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 2.15, Consultant is agreeing to the provisions of the contract described herein.

2.12 PROTECTED INFORMATION

Under the Government Records Access and Management Act, UTAH CODE ANN. § 63-2-101 *et seq.*, 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 Owner's option.

2.13 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.

2.14 ALTERNATIVE PROPOSALS

Consultant may submit more than one proposal, each of which must follow the Proposal Response Outline (section 2.2 herein) and satisfy the requirements of this RFP. The Consultant's primary proposal must be complete and comply with all instructions. The alternative proposals may be in abbreviated form following the Proposal Response Outline but providing complete information only for sections which differ in any way from those contained in the primary proposal. If alternative proposals are submitted, the Consultant must explain the reasons for the alternative(s) and its comparative benefits. Each proposal submitted will be evaluated on its own merits.

2.15 AUTHORIZED REPRESENTATIVES

The RFP must contain within the "Letter of Transmittal" 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.

2.16 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 whatsoever.

2.17 RESTRICTIONS

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

2.18 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 PROJECT DESCRIPTION

The project must use a generally accepted methodology to create a decision making tool in providing direction for the design and implementation of a power substation.

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

3.2 GENERAL RESPONSIBILITIES

3.2.1 Items to be provided by the Owner:

1. A map of Lehi power circuit lines and substations.
2. Applicable information from the Power Department Master Plan.
3. Any other requested requirements by Consultant if available.

3.2.2 Services to be provided by the Consultant:

1. Complete a comprehensive evaluation of the location, condition, capacity, and operation of the current substations and complete a needs assessment of the Power Department and its substations.
2. Based on the Needs Assessment, make a recommendation for the size of transformer and the number of transformers needed.
3. Evaluate various transformer designs and recommend a design for the Power Substation.
4. Research and evaluate future population and development patterns.
5. Determine the proper location for a substation within the incorporated city limits. Locate a site for the substation and assist in the procurement of the property.
6. Facilitate the interconnection agreement with PacifiCorp.
7. Secure the necessary permits and easements for the construction and implementation of the substation.
8. Identify potential special interest groups and concerned residents and recommend a strategy for negotiation and consultation with these groups to mediate concerns.
9. Be aware of pertinent planning meetings for the new substation and attend required meetings.
10. Recommend funding options to accomplish the implementation of the new power substation and other recommendations in the project.

SECTION 4: PROPOSAL EVALUATION

4.1 PROPOSAL EVALUATION CRITERIA

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

1. Organization and approach
2. Qualifications (Experience and reputation with Lehi City & others)
3. Availability
4. Cost (lump sum; not to exceed; hourly rate)
5. Schedule to completion

NOTE: In addition to addressing the specific criteria listed above, each Consultant should provide a detailed response to each requirement set forth in this RFP.

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 63g-6a-101, *et seq.* and all applicable rules, regulations, 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 2.10, 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 intention of the Contract is to include all labor, material, transportation, and all other action necessary for the accomplishment of the project described herein.

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

5.2 THE CONSULTANT

It is understood and agreed that the Consultant has satisfied itself as to the character of equipment required under this contract and all other matters which can in any way affect its execution and performance 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. Any amendment to the Contract must be in writing, and must be executed by both parties to be valid.

5.3 THE OWNER

The Owner shall have responsibility for the general supervision of the project contemplated by the Contract. The Contractor shall have authority to direct the program of manufacture and delivery to insure the performance of the Contract.

5.4 ASSIGNMENT

Consultant shall not assign any portion of its obligations under the Contract without the prior written consent of Owner. Assignment or sub-consulting 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 Owner 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 Owner, are unsatisfactory, because of the Consultant's failure to prosecute the work with diligence or within the time limit specified, or in the event that the Consultant, in the sole judgment of the Owner, has materially breached this Contract; provided, however, that after receiving the Owner's written notice, Consultant shall have five (5) working days in which to cure any such deficiency.

5.6.2 The Owner reserves the right, at its sole discretion, to suspend or abandon this Agreement at any time upon seven (7) calendar days written notice.

5.6.3 In the event of termination, suspension or abandonment, without cause, the Owner shall pay the Consultant for services performed according to this agreement up to the time of such termination, suspension, or abandonment. The Consultant shall not be entitled to any additional compensation, award, or damages.

5.6.4 All work accomplished by the Consultant prior to the date of any termination, suspension, or abandonment shall be recorded, and tangible work documents shall be transferred to and become the sole property of the Owner. If the Owner 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, lawsuits, 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 claims, damages, losses, liabilities, liens, costs, citations, penalties, fines, or expenses are caused in whole or in part by any negligent, grossly negligent, reckless, or intentional act or omission by the Consultant, any sub-consultant, anyone directly or indirectly employed by the Consultant or any sub-consultant, or any party for whose acts the Consultant or Owner may be liable, regardless of whether liability is imposed upon such indemnified party. This indemnity obligation is intended to include, but is not limited to, the indemnification of Owner indemnified hereunder for damages apportioned to the Consultant, any sub-consultant, or any person or entity directly or indirectly employed by any of them or any person or entity 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 or affiliate, or any of its past, present or future agents, representatives or employees by any employee of the Consultant, any sub-consultant, 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 sub-consultant, 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 any person or entity 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, regulation, rule, or ordinance.
- D. The indemnity obligations of this section 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. It is intended by this section that the limits set forth herein will exceed applicable minimum requirements under Utah law. However, in the event that the foregoing amounts do not satisfy minimum requirements under applicable Utah law, the Consultant must maintain Automobile Public Liability insurance in amounts satisfying applicable Utah law.

5.9.3 The Consultant shall, at its own expense, carry and maintain professional liability/errors and omissions insurance appropriate to the Consultant's profession to a minimum coverage of \$1,000,000; with neither Consultant nor listed sub-consultants 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 sub-consultants, if any, to provide for such benefits and carry and maintain such insurance at no expense to the Owner.

5.9.4 Before commencement on the project contemplated herein, and at any time thereafter upon written request by the Owner, 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.

5.9.7 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 sub-consultants.

Any certificate or certificates presented as evidence of insurance shall specify the date when such benefits and insurance expire. The Consultant agrees that said benefits and insurance shall be provided and maintained until after the entire work under the Contract has been performed and 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-hours notice and during normal business hours, the 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 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, but not limited to, 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 applicable royalties and license fees. Consultant shall also 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 project.

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 itself 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 a 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 the work requested.

No payment shall be made to the Consultant for labor involved in correcting errors or omissions attributable in any way to the Consultant or its agents, subcontractors, and the like, which result in the final proposal not in accordance with the Specifications.