



Request for Proposal (RFP)

Three Intensive Level Surveys and Two Historic District Register Nominations

INFORMATION & REQUIREMENTS

I. **OBJECTIVE:** Cedar City is soliciting competitive sealed proposals from qualified consultants to perform Intensive Level Surveys for three buildings within the Historic Downtown, Main Street Commercial Core, and National Register Nominations for the Historic Downtown Main Street Commercial Core District, and the Northwest Quadrant District.

II. **BACKGROUND** The selected consultant shall prepare three Intensive Level Surveys and two National Register Nominations for Cedar City, to include properties within the following boundaries:

a. Intensive Level Survey documentation on three historic buildings:

1. Cedars Hotel – 52-58 N. Main St. *the ILS for this property must be completed as soon as possible in order to facilitate a Part 1 tax credit application.
2. Hughes Café – 155 N. Main St.
3. Historic Cedar Theater – 33 N. Main St.

b. National Register Nominations for two historic districts:

1. Historic Downtown, Main Street Commercial Core District - East side of 100 East, to the West side of Main St. and the South side of 200 South to Coal Creek.
2. Northwest Quadrant District – the South side of 200 South to Coal Creek, and the East side of 100 West to the West side of 300 West.

See Exhibit “B” for a map of the area,

<https://cedarcitygis.maps.arcgis.com/apps/View/index.html?appid=815dc2ef88c742dead40ddf7ab84d280>) with the three buildings marked for Intensive Level Surveys. These three historic

buildings are in the Historic Downtown, Main Street Commercial Core District and are commercial buildings, with residential properties above, except for #3 - the Historic Cedar Theater. This project is funded through Certified Local Government (CLG) funding, in accordance with the survey requirements established by the National Park Service and the Utah

State Historic Preservation Office (SHPO). Specifics concerning the SHPO requirements for Intensive Level Surveys can be obtained on the website www.history.utah.gov (programs, historic buildings, information, and research).

Also see Exhibit “B” also, for a map of the area, for the proposed National Register Nominations. The Historic Downtown, Main Street District area includes approximately 70 buildings. It consists primarily of commercial properties, but also contains an institutional structure, and residential properties. The Northwest Quadrant District area includes approximately 346 buildings. It consists primarily of residential properties but also contains institutional and commercial/industrial structures. This project is funded through Certified Local Government (CLG) funding, in accordance with the survey requirements established by the National Park Service and the Utah State Historic Preservation Office (SHPO). Specifics concerning the SHPO requirements for National Register Nominations can be obtained on the website www.history.utah.gov (programs, historic buildings, information, and research).

Total maximum expenditure for the projects shall not exceed \$19,000. For a more complete description of product and/or service requirements refer to Exhibit A, of the attached SAMPLE AGREEMENT.

III. INSURANCE REQUIREMENTS

Offerors should review the required insurance coverage and notice of policy cancellation requirements that will be part of the resulting contract(s). Proposed pricing must include associated insurance costs. **Such insurance information is provided under Paragraph 4 of the Sample Agreement.** The selected offeror will be required to provide insurance certificates meeting all requirements at the time of notification of award.

IV. SITE INSPECTION

Offerors are responsible for inspecting the project area. For a map of the project area, refer to Exhibit “B” (Area Map) of the Sample Agreement. FAILURE TO INSPECT THE SITE SHALL BE AT THE OFFEROR'S OWN RISK.

V. PROPOSAL SUBMISSION

- Sign and return the **Proposal Response Cover Sheet (ATTACHMENT 1)** The form must be signed by a company representative authorized to bind the offeror contractually.
- Submit all required information as outlined in the **Proposal Content & Evaluation Criteria** section of ATTACHMENT 1.

- Submit original proposal and 5 proposal copies in a sealed envelope or other sealed container.
- Submission Deadline: **5:00pm, Friday, July 9, 2021. Proposals received after the deadline will be placed in the file unopened and will not be considered.**
- Submit to the address shown on the Proposal Response Cover Sheet (ATTACHMENT 1).

NOTE: Proposals will be opened in a manner preventing disclosure of proposal respondents and the contents of the submissions. Proposals will then be sent to Cedar City's appointed selection committee for evaluation.

Even after an offeror is selected for award, no information regarding the proposals will be made public unless required to do so by law as discussed in Attachment 1, Section VI, contract negotiations have been completed, and a formal contract has been awarded.

VI. ADDITIONAL INFORMATION

Cedar City's designated contact person for questions or additional information concerning the services specified in this Request for Proposal, or for additional information concerning Request for Proposal procedures and regulations (i.e., submission deadline, forms required, etc.), or Americans with Disabilities (ADA) accommodations, is Megan Anderson in the Cedar City/Iron County Economic Development Department, 10 N Main, Cedar City, UT 84720, cmegan@cedarcity.org, 435-586-2770.

All questions requesting clarification or interpretation of any section or sections regarding the specification, must be submitted in writing (via fax or e-mail) to the Cedar City Historic Preservation Commission on or before July 9, 2021. Questions received after such date may not be considered or receive a written response.



ATTACHMENT 1

Proposal Response Cover Sheet PORPOSAL FOR THREE INTENSIVE LEVEL SURVEYS AND TWO HISTORIC DISTRICT NOMINATIONS

The undersigned, having carefully read and considered the Request for Proposal to provide three intensive level surveys and two historic district nominations for the Cedar City Historic Preservation Commission, 10 N Main, Cedar City, UT 84720, does hereby offer to perform such services on behalf of Cedar City in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in said proposal.

OFFEROR

Company Name: _____

Doing business as: an individual a partnership a corporation a limited liability company (mark appropriate box), duly organized under the laws of the State of _____.

BY: _____
(Signature of authorized representative) (Please Print or Type Name)

PRINCIPAL OFFICE ADDRESS:

Street Address _____

City _____ County _____

State _____ Zip Code _____

Telephone () _____ Email: _____

TAXPAYER IDENTIFICATION NUMBER:

Employer I.D. No. _____ (Corporation or Partnership)

OR Social Security No. _____ (Individual)

**ALL PROPOSALS MUST INCLUDE THIS COVER SHEET & THE PROPOSAL CONTENT
& EVALUATION REQUIREMENTS LISTED ON THE NEXT 3 PAGES**

PROPOSAL CONTENT & EVALUATION CRITERIA

Three Intensive Level Surveys and Two Historic District Nominations

Instructions: When preparing proposals, reply to each of the following proposal content and evaluation criteria in the order listed. Please restate each numbered point listed below followed by your response in full narrative sentences and provide any requested materials. Please submit proposals to Cedar City Historic Preservation Commission, 10 N Main, Cedar City, UT 84720.

I. QUALIFICATIONS

A. A statement of the firm's experience and qualifications to meet the requirements of Cedar City as outlined herein. State whether or not you meet all standards and requirements as set forth in the Code of Federal Regulations Procedures for State, Tribal and Local Government Preservation Programs (36 CFR 61). Include a general overview and history of your company, number of years in business, number of employees, corporate headquarters location, type of business, names of the firm's chief officers (include an organizational chart if possible), and where you do business. Offerors may include an annual report or statement of finances, if available, but it shall not substitute for the written narrative requested for this item.

B. Identify proposed staff members who would be involved in providing the services requested herein and submit statements or resumes detailing their qualifications. Your proposal should include information on levels of training received by each staff member and detailed descriptions of their involvement with projects of similar or identical scopes.

C. Detail your firm's experience in providing the services requested herein for similar customers of similar size, with dates of performance and/or completion, customer name, contact person, and telephone number(s). By providing such references you agree that neither Cedar City nor the clients referenced shall have any liability regarding the provision of such references or Cedar City's use of such references in making selections under this request for proposal.

D. Is your company currently involved in arbitration or litigation for any reason? If so, please elaborate.

E. Has your company, or any of your proposed sub-contractors, ever filed for reorganization or bankruptcy? If so, please provide dates and resolution.

F. Identify any of the work that you intend to subcontract to others and identify the proposed subcontractors including names, specific assignments, and the qualifications of the subcontracting firm and its key personnel.

G. In addition to the information and qualifications specified above, identify any special knowledge or skills provided by your firm that may be related or helpful to the services requested herein.

II. PROPOSED APPROACH TO PROJECT

A. A statement of your understanding of the project and a general description of your proposed approach to the project's scope of services.

B. A detailed work plan outlining each required task necessary for completion of the project described in the project scope of services.

C. A tentative schedule for completing the work based on a June 1, 2022, deadline.

D. Identify the major risks associated with this project. For each risk, identify those activities which can be undertaken to reduce, mitigate or eliminate the risk. Identify the associated responsibilities. Ensure that these activities are reflected in your project and management plans.

E. In addition to the specific service proposals specified above, identify and/or recommend any additional or innovative services and products provided by your firm that may be related to or helpful to this project. If there is a better way for Cedar City to package or define the services that it has requested herein in order to obtain better pricing and/or service by making it easier for the selected Consultant, please explain what modifications would be necessary to achieve such better pricing and/or service.

III. PROPOSED FEES

Proposed prices must include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. Charges not listed in the RFP response will not be allowed. All prices and fees must be in U.S. dollars.

A. State an offered not-to-exceed price for the project keeping in mind Cedar City's maximum available budget of \$19,000.

B. In addition, itemize the cost of project work items which make up the total price for the project. Detail all services to be performed for the price offered and include charges/rates to be billed for the labor, meetings, telephone calls, printing, and travel.

ORAL INTERVIEWS MAY BE CONDUCTED WITH ONE OR MORE POSPECTIVE CONSULTANTS. THE DECISION OF CEDAR CITY'S SELECTION COMMITTEE SHALL BE FINAL AND CONCLUSIVE.

I. AWARD BY WRITTEN AGREEMENT

The selected offeror shall be required to enter into a written agreement in substantially the form as shown in the attached **SAMPLE AGREEMENT** (ATTACHMENT 2) which shall be the basic form used to develop the final agreement.

- Signature on the Proposal Cover Sheet acknowledges that the offeror is willing to enter into the agreement if awarded the contract. Offerors are advised to read thoroughly the Sample Agreement as the selected offeror will be required to comply with its requirements.
- If offeror has any exceptions to the Sample Agreement, the offeror must follow the procedures stated under Paragraph V, EXCEPTIONS.

II. PREPARATION OF PROPOSALS

A. Failure to Read. Failure to read the Request for Proposal and these instructions will be at the offeror's own risk.

B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. Cedar City assumes no liability for any costs incurred by offerors throughout the entire selection process.

III. SUBMISSION DEEMED AGREEMENT

Submission of a bid, proposal, or other offer or submission constitutes the bidder's or offeror's agreement to all of the terms, conditions and provisions of the bid or proposal package, or other solicitation documents. In addition, submission of a bid, proposal, or other offer or submission by fax or E-mail constitutes a waiver of any claim to confidentiality, or any protest based on such a claim. By the submission of any bid, proposal, or other offer or submission, the bidder or offeror represents that the matters stated therein are true and correct.

IV. PROPOSAL INFORMATION

A. Discussions with Offerors. Cedar City reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in Cedar City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted, and an agreement is not reached, Cedar City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.

B. Equal Opportunity. Cedar City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The

procedures established herein are designed to give all parties reasonable access to the same basic information.

C. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of Cedar City and will not be returned to the offeror.

D. Rejection of Proposals.

- Cedar City reserves the right to reject any or all proposals received. Furthermore, Cedar City shall have the right to waive any informality or technical defect in proposals received when in the best interest of Cedar City.
- No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to Cedar City upon a debt or contract or that is in default, as surety or otherwise, upon any obligation to Cedar City, or that may be deemed irresponsible or unreliable by the Historic Preservation Commission. 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.

E. Failure to Submit a Proposal. Failure to submit a proposal (or to advise Cedar City Historic Preservation Commission that future Requests for Proposal are desired) may result in the removal of your firm from the prospective offerors list.

V. EXCEPTIONS TO PROPOSAL & SAMPLE AGREEMENT

If offeror takes exception to any term, condition, or requirement set forth in this Request for Proposal 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."** Such exceptions shall be considered in the evaluation and the award processes. Cedar City shall be the sole determiner of the acceptability of any exception.

VI. CONFIDENTIALITY

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 Cedar City, as part of the proposal or otherwise, shall become the property of Cedar City when received by Cedar City and may be considered public information under applicable law. Cedar City is subject to the disclosure requirements of the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated ("GRAMA"). Cedar City 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 confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied. Cedar City cannot guarantee that any information will be held confidential. Under Section 63G-2-305 of GRAMA, if the offeror makes a claim of confidentiality, Cedar City, 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. **Cedar City 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.**

VII. GOVERNING CODE AND RULES

Cedar City's procurement processes, including this competitive solicitation, are governed by Cedar City's Purchasing Policy Resolution No. 13-0212-3.



ATTACHMENT 2

SAMPLE AGREEMENT

THREE INTENSIVE LEVEL SURVEYS AND TWO HISTORIC DISTRICT NOMINATIONS

THIS AGREEMENT is between CEDAR CITY CORPORATION, a Utah municipal corporation ("City"), and _____ ("Consultant") and is dated as of the date Cedar City Recorder attests the applicable City signature (which date shall be the recordation date).

RECITALS

1. Consultant desires to provide three intensive level surveys and two historic district nominations in the project area for Cedar City's Historic Preservation Commission.
2. Cedar City desires to engage Consultant for such services.

AGREEMENT

In consideration of the promises and covenants hereinafter contained, the parties agree as follows:

1. Consultant shall provide three intensive level surveys and two historic district nominations in the project area for Cedar City's Historic Preservation Commission as described in Exhibits A and B. Required completion dates for guidelines and presentation by Consultant to report results are described in Exhibit A. This Agreement shall be effective on the date of execution, and unless terminated pursuant to other provisions hereof, shall remain in effect until all such work is completed. This is a non-exclusive contract and Cedar City reserves the right to acquire the services, at its discretion, from other sources during the term of this Agreement. All financial commitments by Cedar City shall be subject to the appropriation of funds approved by Cedar City Council and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.
2. For services provided to Cedar City, Consultant shall be paid as specified under Attachment 3 (Price Schedule).
3. For such consideration, Consultant shall furnish all materials, supervision, labor, and equipment to complete the requirements of this Agreement.

4. The following insurance requirements apply to this Agreement:

A. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

INSURANCE

Consultant shall, at Consultant's sole cost and expense and throughout the term of this agreement and any extensions thereof, carry:

- 1) Workers' compensation and employer's liability insurance as required by the State of Utah, unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes Consultants who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, the Consultant shall require its sub-consultant(s) similarly to provide workers' compensation insurance for all the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.
- 2) Professional liability insurance with a minimum policy limit of \$1,000,000 per occurrence.
- 3) Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$100,000 per person, \$300,000 per accident, \$50,000 property damage or a single combined limit of \$500,000.
- 4) Commercial general liability insurance, on an occurrence form, with the City as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect the City, the Consultant, and any sub-consultant from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Consultant's operations under this Agreement, whether performed by the Consultant itself, any sub-consultant, or anyone directly or indirectly employed or engaged by either of them. Such insurance shall provide coverage for premises operations, acts of independent Consultants, and completed operations. The policy shall be primary and contributing to any other policy or coverage available to the City whether such coverage be primary, contributing, or excess.

All insurance shall be issued by a financially responsible company or companies authorized to do business in the State of Utah. Consultant shall provide the City with copies of certificates (on the City certificate form) for all policies with an endorsement that they are not subject to cancellation without thirty (30) calendar day's prior written notice to the City. The City, its officers, and employees, shall be named as additional insured on Consultant's general liability insurance.

The Consultant's insurance policies shall be primary and noncontributory to any other coverage available to the City. The workers' compensation, general liability and auto liability policies shall be endorsed with a waiver of subrogation in favor of the City.

5. Consultant shall obey all federal, state, county, and municipal laws, ordinances, regulations, and rules applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), and the Utah Identity Documents and Verification Act. Any violation of applicable law shall constitute a breach of this Agreement and Consultant shall hold Cedar City harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by Cedar City as a result of such violation.

6. Cedar City may cancel this Agreement for any reason, and without any liability, therefore, upon giving Consultant thirty (30) days prior written notice. Such notice shall be sent to the last known address of Consultant.

7. Cedar City may, without prejudice to any right or remedy, and without the necessity of giving the thirty (30) day notice provided in paragraph 6 above, terminate this Agreement for cause in the event Consultant fails to fulfill, in a timely or satisfactory manner, any of the terms and conditions set forth in this Agreement and fails to cure such failure within seven (7) days after written notice from Cedar City of such failure.

8. If this Agreement is canceled or terminated as provided herein, Cedar City shall pay Consultant on the basis of actual services satisfactorily performed as calculated by Cedar City.

9. Consultant, for itself, its successors and assigns, as part of the consideration herefore, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion, or non-job related disability, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services hereunder, unless the characteristic is a bona fide occupational qualification.

10. Consultant shall indemnify, save harmless, and defend City, its elected officials, 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 intentionally wrongful, reckless, or negligent performance hereunder. If City'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 City, then in addition to any other remedies City may have, Consultant shall pay City'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.

11. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT.** Cedar City 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 “Confidential” and accompanied by a statement from Consultant explaining Consultant's claim of exemption from disclosure. City will make reasonable efforts to notify Consultant of any requests made for disclosure of documents submitted under a claim of confidentiality. Consultant may, at Consultant’s sole expense, take any appropriate actions to prevent disclosure of such material. Consultant specifically waives any claims against City related to disclosure of any materials required by GRAMA.

13. Consultant is not an employee of Cedar City for any purpose whatsoever. Consultant is an independent contractor at all times during the performance of the services specified herein.

14. All notices shall be directed to the following addresses:

City:

Cedar City Corporation

Re: RFP for Historic Preservation Commission

Atten: Megan Anderson, Economic Development

10 North Main Street

Cedar City, Ut 84720

Consultant:

15. This Agreement shall not be assigned by either party without the prior written consent of the other party.

16. Consultant's obligations are solely to Cedar City and the City's obligations are solely to consultant. This Agreement shall confer no third-party rights whatsoever.

17. This Agreement embodies the entire Agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both an authorized representative of Consultant and by Cedar City's Mayor or the Mayor's designee. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on Consultant's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Consultant that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of City. The intent of the parties is that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

18. Any ambiguity in this Agreement shall be construed in favor of Cedar City.

19. This Agreement shall be enforced in and governed by the laws of the state of Utah. The parties are signing this Agreement as of the date stated in the introductory clause.

CEDAR CITY CORPORATION

By _____

Title _____

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM:

City Attorney

∅

By _____

Title _____

ACKNOWLEDGMENT

State of _____)

:SS _____

County of _____)

The foregoing Agreement was acknowledged before me this _____ day

of _____, 2021, by _____, the

(Name of person signing Agreement)

_____ of Cedar City, Utah

(Title of person signing Agreement)

NOTARY PUBLIC, residing in

_____ County

My Commission Expires: _____



EXHIBIT "A"

SCOPE OF WORK

THREE INTENSIVE LEVEL SURVEYS AND TWO HISTORIC DISTRICT NOMINATIONS

I. GENERAL

A. Consultant, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.

NOTE: Forms and information on how to get registered may be obtained by calling (801) 530-4849 or by accessing www.commerce.state.ut.us .

B. Consultant shall assume full responsibility for damage to Cedar City property caused by Consultant's employees or equipment as determined by designated City personnel.

C. Consultant shall be solely responsible for the safety of Consultant's employees and others relative to Consultant's work, work procedures, material, equipment, transportation, signage, and related activities and equipment.

D. Consultant shall possess and keep in force all licenses and permits required to perform services under this Agreement.

E. No guarantee of the actual service requirement is implied or expressed by this Agreement. Service requirements shall be determined by actual need.

II. RESPONSIBILITIES OF CONSULTANT

Consultant shall conduct three (3) Intensive Level Surveys and prepare nominations for two (2) Historic Districts to submit to the National Historic Register. Responsibilities of Consultant shall include, but not be limited to, the following:

A. Consultant shall provide an Intensive Level Survey on The Cedars Hotel – 52-58 N. Main St. (*the ILS for this property must be completed as soon as possible in order to facilitate a Part 1 tax credit application.), The Hughes Café – 155 N. Main St. and The Historic Cedar Theater – 33 N. Main St.

1. Consultant shall provide an Intensive Level Survey for each property in accordance with the Standard Operating Procedures for Intensive Level Surveys and other requirements as required by the Utah State Historic Preservation Office (SHPO), and the Secretary of the Interior's Standards for Historic Preservation. Work that does not meet SHPO standards, or standards required by the Cedar City Planning Division, will be ineligible for reimbursement.

B. Consultant shall provide a National Historic Register Nomination for two Historic Districts, in accordance with the Standard Operating Procedures for National Register Nominations and other requirements as required by the Utah State Historic Preservation Office (SHPO), and the Secretary of the Interior's Standards for Historic Preservation. Work that does not meet SHPO standards, or standards required by City's Planning Division, will be ineligible for reimbursement. In addition to the usual resources recommended by the SHPO for the National Register Nominations, the City's Planning Division staff has access to the Reconnaissance Level Survey previously performed for these two districts. This information will be made available to Consultant by Cedar City.

1. Consultant shall prepare National Historic Register Nominations acceptable to City's Planning Division, the Board of State History and the National Park Service. Work that does not meet SHPO standards, or standards required by the Cedar City Planning Division, will be ineligible for reimbursement.

C. Work performed under this Agreement shall meet all standards and requirements set forth in the Code of Federal Regulations Procedures for State, Tribal and Local Government Preservation Programs (36 CFR 61).

D. Consultant shall meet with City representatives regarding any and all aspects of this Agreement at the request of City.

E. Consultant shall provide sufficient personnel to accomplish the required services as scheduled. All personnel shall be skilled in the various tasks assigned to them.

F. Consultant must have the qualifications outlined in the SHPO document "Intensive Level Survey and National Historic Register Nomination" Standard Operating Procedures." and shall at all times be in safe and suitable clothing that is clean and presentable.

III. DELIVERABLES

INTENSIVE LEVEL SURVEYS

A. Prior to June 1, 2022, Consultant shall develop and submit the final Intensive Level Surveys. The Intensive Level Surveys shall include a final report, photographs, and survey forms. The survey forms

must be submitted in an electronic data format in accordance with the standards established by the SHPO. Consultant shall submit originals of all survey materials to the SHPO. One copy of all materials, including prints or copies of photographs, shall be submitted to the Cedar City Historic Preservation.

1. Survey data: two (2) printed copies of each Intensive Level Survey data, in the format shown in Exhibit "C" ("Architectural Survey Data Format Sample"), attached hereto and incorporated by reference. Photographs shall be color thumbnails of each JPEG (joint photographic experts group), no more than twelve to a page, printed on archival paper, each labeled with property address. Consultant shall submit one print copy to Cedar City and the second print copy to the SHPO. No modifications to this format shall be made unless approved in writing by Cedar City's designee.

2. Survey data: digital copy of the SHPO database, which includes all survey data and photograph identification numbers as set forth in the paragraph above. Such database shall be delivered as a digital file.

3. Photographs: photographs shall be taken with as little vegetation as possible at time of survey composition.

4. Final Report: The final report shall include the following for each Intensive Level Survey:

- a. Completed Historic Site Form.
- b. Good representative digital photograph image files.
- c. Completed title search form.
- d. PDF scans of biographical research or completed Biographical Research Form (or equivalent) for each principal resident from the historic period (or adequately documented history for non-residential buildings).
- e. PDF of aerial maps with location of building marked in Lat/Long coordinates (deg/dec).
- f. PDF scans of all research materials.
- g. PDF scan of measured drawing(s) of floor plan(s) and field measurements (if available).
- h. Digital photographs of all exterior elevations and significant architectural details on the exterior and interior and setting (if available).
- i. Old/Historic photographs of the building in digital format (if available).
- j. Separate digital file for each property.

B. Two (2) print and one (1) digital copy of each of the Intensive Level Surveys including copies of all research materials and all attachments required by the National Park Service for the designation. The Historic Site Forms shall be submitted in both a hard copy version and an electronic version, as required by SHPO.

NATIONAL HISTORIC DISTRICT NOMINATIONS

A. Prior to June 1, 2022, Consultant shall develop and submit nominations to the State Historic Preservation Office. The two nominations should include the following items:

1. research of the two National Historic District Nomination Areas,
2. documentation and photographs of the two National Historic District Nomination Areas, and
3. completion of the National Register of Historic Places Registration Forms.

B. The final National Historic District Nomination products shall include a final report, photographs and survey forms. The forms must be submitted in an electronic data format in accordance with the standards established by the SHPO. Consultant shall submit originals of all survey materials to the SHPO. One copy of all materials, including prints or copies of photographs, shall be submitted to the Cedar City Historic Preservation.

C. Two (2) print and one (1) digital copy of each Nomination including copies of all research materials and all attachments required by the National Park Service for the nomination. These shall be submitted in both a hard copy version and an electronic version, as required by SHPO.

The data used in compiling, and the results of, any tests, surveys or inspections, as well as all photographs, drawings, renderings, schedules, data processing output, computations, studies, audits, reports, models, and other items of like kind prepared by Consultant, its employees and consultants, shall be the property of Cedar City on which Cedar City shall own the copyright. Consultant may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to Cedar City upon completion of the work and before final payment is made. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement.

IV. DISCLOSURE OF CITY RECORDS

Because Cedar City shall own the documents generated by consultant pursuant to this Agreement, Consultant shall not, without written approval by Cedar City, disclose publicly said records. Consultant understands that the information obtained in the performance of this Agreement is confidential and may be shared with employees of Cedar City or others only on a need-to-know basis.



ATTACHMENT “3”

PRICE SCHEDULE

I. GENERAL

A. Fee stated include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.

B. Cedar City is exempt from sales, use, and federal excise taxes on these products and services. Exemption certificates shall be furnished upon request.

C. Fee stated shall be firm for the full term of this Agreement.

II. FEE

This portion will be completed after the conditional award of the contract. Total price is referred to below as “Total Contract Value.”

III. INVOICING AND PAYMENT

A. Cedar City shall pay Consultant for all products and services provided by consultant pursuant to this Agreement. Invoices shall be submitted to:

Cedar City Corporation
Attn: Megan Anderson, Economic Development
10 N Main, Cedar City, UT 84720

B. Progress payments for the project shall be made according to the payment schedule set forth below. The total price to be paid for all services provided by consultant pursuant to this Agreement shall not exceed the “Total Contract Value.”

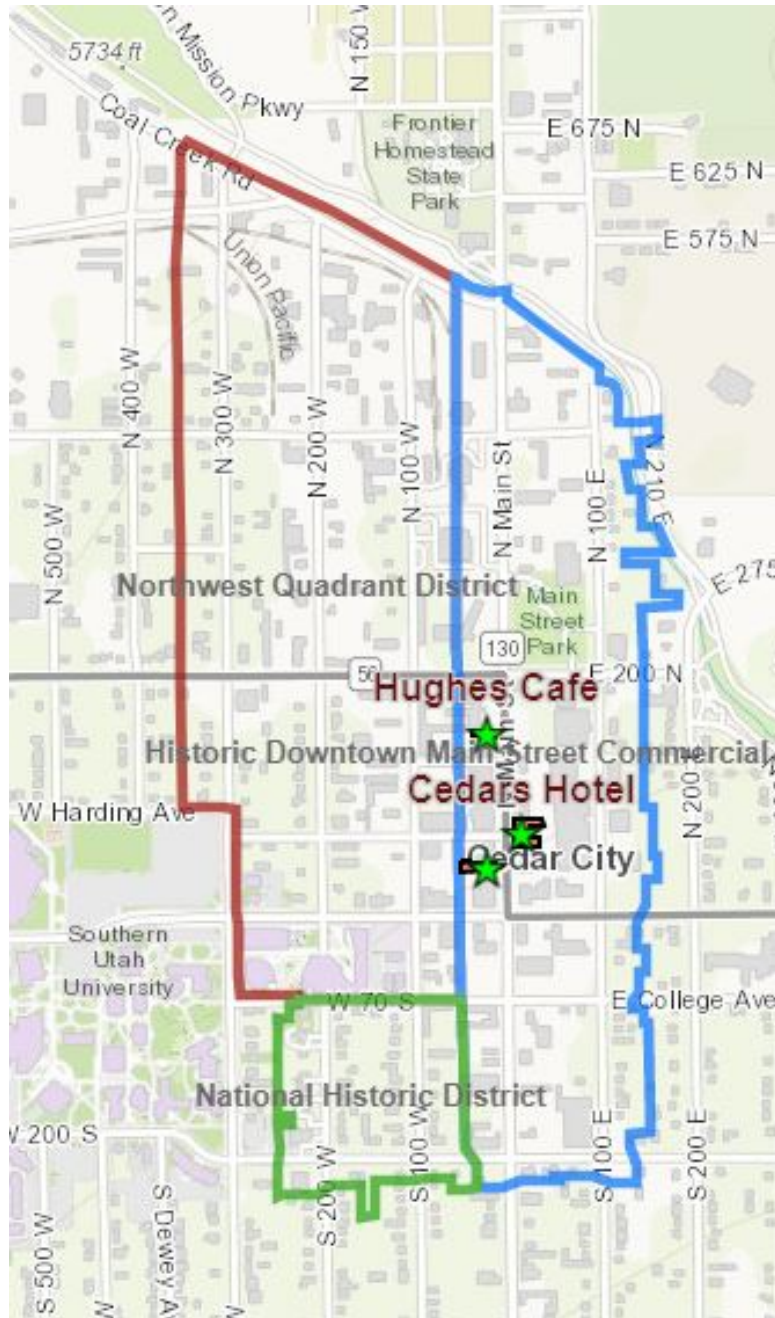
1. Upon completion of the three Intensive Level Surveys and the Nominations for the two Historic Districts, Consultant shall furnish an invoice to City for 100% of the Total Contract Value set forth above. Within thirty (30) days thereafter Cedar City shall send a payment for such amount to consultant.



EXHIBIT "B"

AREA MAP

THREE INTENSIVE LEVEL SURVEYS AND TWO HISTORIC DISTRICT NOMINATIONS



<https://cedarcitygis.maps.arcgis.com/apps/View/index.html?appid=815dc2ef88c742dead40ddf7ab84d280>



EXHIBIT "C"

ARCHITECTURAL SURVEY DATA FORMAT

Architectural Survey Data for SALT LAKE CITY
Utah State Historic Preservation Office

(printout date: 5/20/2005)

Address/ Property Name	Eval./ OutB	Yr.(s) Built	Materials	Styles	Plan (Type)/ Orig. Use	Survey Year RLS/ILS/Gen	Comments/ NR Status
Hi	N/C						
? 851 S 1300 EAST EAST HIGH BASEBALL	D 0 0	c. 1990	ALUM./VINYL SIDING CONCRETE BLOCK	OTHER UNCLEAR STYLE	SCHOOL (GENERAL) EDUCATION (GEN.)	05	EAST HIGH ATHLETIC STORAGE; AKA 845 N47
877 S 1300 EAST AMERICAN OIL CO./TESORO	D 0 0 1	c. 1970	CONCRETE; OTHER	LATE 20TH C.; OTHER	SERVICE STATION SERVICE STATION	05 N47	
921 S 1300 EAST	C 0 0	c. 1950	ALUM./VINYL SIDING NON-WOOD HORIZ. SDNG	COLONIAL REVIVAL	OTHER RESIDENTIAL	05	LE GRANDE RICHARDS; +917
925 S 1300 EAST	1 C 0 0	1938	NON-WOOD HORIZ. SDNG ALUM./VINYL SIDING	COLONIAL REVIVAL	SINGLE DWELLING OTHER LATE 20TH C. TYPE	05	LE GRANDE RICHARDS
933 S 1300 EAST	D 0 0	1995	STUCCO/PLASTER	CONTEMPORARY	SINGLE DWELLING CONTEMPORARY	05	MUSA ARCH.?
941 S 1300 EAST	A 0 0	1913	COBBLESTONE REGULAR BRICK STUCCO/PLASTER	ARTS & CRAFTS	SINGLE DWELLING BUNGALOW	05	SHPLER PHOTO - 6/1913
BRUNEAU, AMMON J., HOUSE	1.5				SINGLE DWELLING	85	
945 S 1300 EAST	B 0 0	1940	ASBESTOS SIDING ALUM./VINYL SIDING	INTERNATIONAL ART MODERNE	DOUBLE HOUSE / DUPLEX	05	+1306 MICHIGAN
967 S 1300 EAST	2 B 0 0	1936	REGULAR BRICK STONE VENEER	ENGLISH COTTAGE	MULTIPLE DWELLING PERIOD COTTAGE	05	L.G. PRICE
975 S 1300 EAST	A 0 1	1939	REGULAR BRICK VENEER; OTHER	ENGLISH COTTAGE	SINGLE DWELLING	05	GUY A. HART
979 S 1300 EAST	1.5 A 0 0	1922	STUCCO/PLASTER	ENGLISH COTTAGE	SINGLE DWELLING PERIOD COTTAGE	05	ELDRIDGE BLDG.; ARCH: SLACK WINBURN
DERRAH, ROBERT	1.5				SINGLE DWELLING	85	
983 S 1300 EAST	A 0 0	1931	STRIATED BRICK	BUNGALOW NEOCLASSICAL	BUNGALOW	05	NEILSON
1001 S 1300 EAST	D 0 0	1962	REGULAR BRICK ALUM./VINYL SIDING	EARLY RANCH (GEN.)	SINGLE DWELLING DOUBLE HOUSE / DUPLEX	05	+1308 GILMER
	2				MULTIPLE DWELLING		

*=approximate address; Evaluation Codes: A=eligible/architecturally significant B=eligible C=ineligible/alterd D=ineligible/out of period U=undetermined/lack of info X=demolished