

COTTONWOOD HEIGHTS

2277 E Bengal Blvd
Cottonwood Heights, UT 84121

Request for Proposals

Bonneville Shoreline Trail – Trailhead and Access Plan

Introduction. The city of Cottonwood Heights, Utah (“City”) desires to complete a comprehensive analysis of trailhead and public access locations for the future Bonneville Shoreline Trail alignment through the City. Consequently, City is requesting proposals from qualified entities to perform data collection; analysis; conceptual design of trailhead areas/amenities, identification of trail connection points and alignment; collection of public input; and recommendations, together with all ancillary and additional services as may reasonably be required to accomplish the desired result in a competent, comprehensive and finished manner. Such work and services are collectively referred to herein as the “*Project*.”

City desires to enter into a contract with a qualified and acceptable consultant (the “*Consultant*”) for provision of all labor, supplies and materials necessary to successfully accomplish the Project. As more fully explained below, the selection of a Consultant will be based on the bid received as well as on City’s determination of the bidders’ respective expertise, experience, and resources that can complement the limited resources of the City in successfully accomplishing the Project.

Intent. Although it is the intent of this Request for Proposals (this “*Request*”) to set forth minimum acceptable requirements for responsive proposals, the scope of work in this Request is not comprehensive and all-inclusive, but rather is an attempt to generally describe the necessary characteristics. A mutually acceptable agreement prepared by the City Attorney will be signed by the City and the selected Consultant detailing the final scope and parameters of the Project, completion timeline, interim reports, deliverables, etc.

Background. The Bonneville Shoreline Trail is long-envisioned pathway extended more than 280 miles along the Wasatch Front from Logan to Nephi. Sections of the trail have been constructed in nearby jurisdictions, but currently no trail sections exist along the envisioned trail alignment through the City. Recently, the City has placed a renewed priority beginning construction of the Bonneville Shoreline Trail and is now working towards implementation. Prior work has been done by the United States Forest Service and the Bonneville Shoreline Trail Committee to identify potential alignment as well as opportunities and challenges present through the City. To date, formal planning work on trailhead locations, design, capacity, etc. is incomplete, hence the necessity of this Plan.

Detailed Description of Project (Scope of Work). The Project will include, at a minimum, the work and services necessary to produce a thorough analysis and recommendations for trailhead and access locations along the Bonneville Shoreline Trail alignment through the City. The final product should be a cohesive plan document that contains detailed information, strong

recommendations, is accessible and understandable to City residents, and is visually appealing. The scope of the Project should include, among other things, the following:

1. Existing Conditions Inventory – The Consultant will work with City staff to develop a comprehensive inventory of existing conditions, including the Bonneville Shoreline Trail alignment, topographic information, development analysis in the surrounding area, compilation of parcel ownership, roadway and parking inventory, etc;
2. Review of Plans & Documents – Conduct a review of relevant local and regional plans and documents that pertain to the Project. This should include a summary of similar developed trail and trailhead areas to assist in determining requisite parking needs, traffic generation, topographic or geologic conditions, and other important considerations;
3. Public Engagement – The Consultant will conduct no less than two (2) public open houses, as well as develop other methods of public engagement (e.g. online survey, website, etc.). The Consultant will also meet on a monthly basis throughout the duration of the Project with the City’s Parks, Trails, and Open Space Committee (the “*PTOS Committee*”) to provide regular updates and receive feedback;
4. Goals and Recommendations – The Consultant will work with City staff and other project stakeholders to develop goals and objectives to guide the Project. The final product will also include final recommendations for preferred trailhead and access locations along the Bonneville Shoreline Trail. These recommendations should be based on the Project’s goals, background information, public feedback, PTOS Committee feedback, and Consultant expertise. Recommendations should be accompanied by an implementation component including opportunities, constraints, cost analysis, and other useful information;
5. Delivery of a Final Plan – The final deliverable of the Project should be a plan document that incorporates the above information into a professionally designed, easy-to-understand master plan.

Project Deliverables. Final project deliverables must include:

- Five (5) copies of the final plan and an electronic version (PDF and original project format);
- Digital files for specific graphics, maps, and data created or collected specifically for the Project;

Proposal Content and Instructions to Proposers. A proposal submitted in response to this Request shall be in the format outlined below and shall be signed by an officer of the proposer with authority to commit the firm. Proposals should be clear and concise and will be evaluated against the criteria listed below. Emphasis should be placed on the specific qualifications of the people who will actually perform the subject work and the specific approach to the execution of the work. The following information should be included in the proposal:

1. Project Team - Describe the proposer’s company background. Identify, in an organizational chart format, the personnel assigned to the Project. Provide a brief outline of the manner in which the proposer will organize and manage the Project. Submit resumes for key personnel. Include a statement of commitment for non-substitution of key personnel without City’s prior written consent. Response to this paragraph should emphasize personnel resources, in-house expertise, and services.

2. Relevant Experience – Describe:
 - a. The proposer’s experience with similar plans and projects. Explain the proposer’s capabilities and experience, provide three examples (which may be readily viewed by the City) of recent similar projects performed by the proposer, indicating their role with respect to each such project.
 - b. The proposer’s ability to meet time and project budget requirements demonstrated by previous projects and current workload. Describe any failure within the last ten (10) years to materially complete any work awarded to the proposer within the time allowed for completion.
 - c. Examples of successful public outreach efforts for similar projects completed for other governmental entities, including a brief description of the approach to be pursued.
 - d. Any disciplinary actions or lawsuits by or against the proposer or related entities during the past five (5) years.
3. Special Qualifications – Describe the unique or extraordinary skills or qualifications the proposer would bring to the Project. How would the selection of the proposer add value to and enhance the Project?
4. Project Approach – Outline the proposer’s planned methodology to complete the Project. Include a Project timeline and work plans, background research and data collection, development of Project goals and recommendations, public outreach, and other relevant components of the Project that will make it successful.
5. References – Submit a list of at least three recent client references with addresses and current direct telephone numbers.
6. Fees – Provide the proposed all-inclusive price constituting the maximum dollar amount that will be charged to the City for the completed Project. Provide a breakdown of the cost of each component of the Project and the hourly rate that the fees are based on. The fee proposal should be submitted in a separate, sealed envelope and marked “Fee Proposal from _____ (insert name of proposer) for 2019 Cottonwood Heights Bonneville Shoreline Trail – Trailhead and Access Plan.”
7. Identification of Anticipated Potential Problems – The proposal should identify and describe any potential problems or recommendations with respect to the Project.

Response Requirements. Three bound copies and a digital copy of a PDF version of any response to this request shall be submitted to the City Recorder Paula Melgar at the City’s address specific above no later than 5:00 p.m. (Mountain Time) on June 13, 2019. Any response, modification or amendment received after that deadline is late. No late responses will be accepted and will be returned unopened. No electronic (facsimile, email, etc.) responses will be accepted. Printed materials shall be 8 ½” x 11”, portrait format. Charts may be up to 11” x 17” landscape style format, folded to a size of 8 ½” x 11”.

Length. The proposal shall not exceed 10 pages, not including dividers and covers. No more than five (5) pages should be larger than 8 ½” x 11”. The Review Panel (defined below) will focus more on the conciseness, quality and relevance of the submission rather than its magnitude.

Clearly Marked. Each proposed must be clearly marked as: “2019 Proposal for Cottonwood Heights Bonneville Shoreline Trail – Trailhead and Access Plan.”

Ownership. All proposals shall become City’s property and are subject to the Government Records Access and Management Act, UTAH CODE ANN. 63G-2-101 *et seq.* Any proprietary information contained in the response must be clearly marked and delineated. *See, e.g.,* UTAH CODE ANN. 63G-2-309. City may release any information contained in the response that is not marked and delineated as proprietary.

Schedule. City anticipates the following schedule:

Event	Date
Request for Proposals Issued	May 23, 2019
Response Deadline	June 13, 2019
Selection of Finalist Proposer(s)	June 20, 2019
Finalist Proposers Interviewed (Optional)	Week of July 8, 2019
Consultant Selected	Week of July 15, 2019
Signed Consulting Agreement	July 23, 2019

Evaluation and Selection Process. City will select the Consultant on the basis of demonstrated competence, similar project experience, qualifications, fee structure, and the other information to be contained in responsive proposals. A selection committee or individual (the “*Review Panel*”) will be appointed by the City’s Manager (the “*Manager*”) to analyze the responses to this Request, to conduct any desired interviews, and to prioritize the proposers. Each proposal will be evaluated based on responsiveness to City’s needs and the award, if made, will be to the proposer who City, in its sole discretion, deems most responsive to the requirements of this Request and City’s needs. Proposers with previous experience with local government projects are preferred. Subject to the foregoing, City anticipates selecting the Consultant using the following evaluation criteria:

Project Team <i>Specific similar experience, depth of staff support, sub-consultants, and their experience</i>	15%
Project Understanding <i>Demonstration of the proposer’s familiarity with the city and knowledge of the details of a successful project</i>	30%
Project Experience <i>Experience with successful completion of past projects of similar scope and magnitude</i>	30%
References <i>Satisfaction level of references including demonstrated record of completing projects on time and on budget and meeting all defined project requirements/expectations</i>	10%
Fees <i>Overall project cost and breakdown of fees</i>	15%

City may make a final selection directly from the submitted proposals or may “short list” several proposers for additional submissions and/or presentations. Oral presentations may be required at

City's discretion. If oral presentations are required, then they will be scheduled after the Review Panel completes its analysis of the responses and will be made at the presenter's expense.

The Review Panel also may choose to interview one or more proposers prior to making its recommendation to the Manager. One or more proposers may be invited to interview with the Manager and the City Council (the "*Council*"). The Manager will make the final selection of the Consultant in consultation with Council, selecting the proposer whose proposal is deemed to be most advantageous to City.

Terms of Contracts. The successful proposer will be required to enter into a comprehensive written agreement with City for the Project. The City Attorney, working with the selected proposer, will negotiate and draft such agreement, which will comply with applicable laws, rules and regulations, and will contain such terms and conditions as City reasonably may require. If the selected proposer and the City Attorney are unable to negotiate an acceptable agreement, then another proposer will be selected by City and negotiation will continue with such other proposer until an acceptable agreement is completed.

Suspension of Process, Etc. City reserves the right to reject (in whole or in part) any and all responses to this Request; to amend, modify or waive any requirement set forth in this Request; and to accept any response deemed to be in the best interest of City, subject to legal requirements. Response to this Request is at the proposer's sole risk and expense, and City shall not be liable for any cost associated with preparation by any party of any response to this Request. Although City anticipates selecting one of the proposers as the Consultant, there is no guaranty that any proposer will be selected as the Consultant or that the Project will be commenced or completed. City also reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in City's best interest. In no event shall City have any liability for the cancellation of the award.

Contact Person. Any questions or requests for clarification must be submitted in writing to Paula Melgar, City's Records, Culture and Human Resources Director, by mail at the address specified above, or by email at pmelgar@ch.utah.gov. Such questions or requests must be received by 5:00 p.m. at least five business days before the submittal deadline. To assure consistent responses to questions or requests for clarification, proposers are instructed **not** to contact any other City officers (including elected officials) or employees. Ms. Melgar will endeavor to respond to any such request(s) for clarification or additional information and, if Ms. Melgar deems (in her sole and absolute discretion) that such response is of general applicability, then his response, if any, will be posted on City's website at www.cottonwoodheights.utah.gov (which will constitute a written response). Consequently, proposers to this Request are encouraged to review City's website frequently.

Insurance Coverage. Insurance coverage will be required in accordance with the City's standard requirements. Each bidder should thoroughly examine such insurance requirements and be prepared to promptly provide appropriate proof of insurance if it is selected as the Consultant. Failure to meet the insurance requirements may result in cancellation of the bid acceptance.

Insurance Requirements for Parties Contracting with the city of Cottonwood Heights

The contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contracting party's bid.

A. MINIMUM LIMITS OF INSURANCE.

The contracting party shall maintain limits no less than:

1. *Professional Liability*: \$2,500,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, including "tail coverage" for at least one year after completion of all services.

2. *Automobile Liability*: \$2,500,000.00 combined single limit per accident for bodily injury and property damage. "Any Auto" coverage is required.

3. *Worker's Compensation*: Worker's compensation limits as required by applicable law for all employees and other persons.

4. *Commercial General Liability*: \$2,500,000.00 combined single limit per occurrence for personal injury and property damage; \$2,500,000.00 annual aggregate. Broad Form Commercial General Liability is required (ISO 1993 or better). Personal injury, premises-operations, products-completed operation, independent contractors and subcontractors fire legal liability and, when appropriate, coverages for explosion, collapse and underground (XCU) hazards.

5. *Excess Liability*. \$5,000,000.00.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles (5% limit), self-insured programs or retentions must be declared to and approved by the city of Cottonwood Heights (the "City"). At the option of the City, either: the insurer may be required to reduce or eliminate such deductibles or self-insured retentions as respect to the City, its officers, officials and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT.

The contracting party shall agree to promptly disclose to the City all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

1. *General Liability and Automobile Liability Coverages.*

(a) The City, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

(b) The contracting party's insurance coverage shall be a primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the contracting party's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(d) The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

2. *Worker's Compensation and Employer's Liability Coverage.*

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for the City.

3. *All Coverages.*

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice (from the insurer) by certified mail, return receipt requested, has been given to the City.

E. ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII, unless approved by the Manager.

F. VERIFICATION OF COVERAGE.

The contracting party shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS.

The contracting party shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.