

Council Meeting of December 2, 2015

Agenda Item No. 6d

REQUEST FOR COUNCIL ACTION

SUBJECT: Renovation of Leathers Playground

SUMMARY: Approve an Agreement with Landmark Design for design services for the renovation of the Leathers Playground in an amount not to exceed \$11,600.00.

FISCAL AND/OR

ASSET IMPACT: Funding will be through Parks Projects.

STAFF RECOMMENDATION:

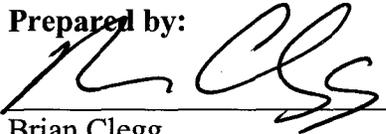
Staff recommends approving an Agreement with Landmark Design for design services for the renovation of the Leathers Playground in an amount not to exceed \$11,600.00.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 15-213 authorizing the Mayor to execute an Agreement with Landmark Design for design services for the renovation of the Leathers Playground in an amount not to exceed \$11,600.00.

Roll Call vote required

Prepared by:



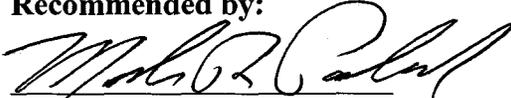
Brian Clegg
Parks Director

Recommended by:



Darien Alcorn
Acting City Attorney

Recommended by:



Mark R. Palesh
City Manager

BACKGROUND DISCUSSION:

The Leathers Playground was built over 10 years ago and through use and weather is in deteriorating condition and is in need of maintenance. This agreement will have Landmark Design compile construction documents identifying a scope of work for each element, component or item to be repaired or replaced with photographs and location.

A Request for Proposal was advertised in the paper with proposals due on October 22. Three firms submitted proposals (see attached submittal sheet) however one firm did not acknowledge the addendum and was disqualified. The lowest, responsible bidder is Landmark Design.

Attachments:

Resolution

Agreement

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 15-213

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH
LANDMARK DESIGN FOR DESIGN SERVICES FOR THE LEATHERS PLAYGROUND**

WHEREAS, the City Council of the City of West Jordan has reviewed the Professional Services Agreement between the City of West Jordan and Landmark Design (a copy of which is attached) to provide construction documents for the Renovation of Leathers Playground project, in an amount not to exceed \$11,600.00 and

WHEREAS, the City Council of the City of West Jordan desires to approve a Professional Services Agreement between the City of West Jordan and Landmark Design (a copy of which is attached) to provide construction documents for the Renovation of Leathers Playground project, in an amount not to exceed \$11,600.00

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THAT:

Section 1. After approval as to legal form, the Mayor is hereby authorized and directed to approve a Professional Services Agreement between the City of West Jordan and Landmark Design to provide construction documents for the Renovation of Leathers Playground project, in an amount not to exceed \$11,600.00

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah this 2nd day of December 2015.

Kim V. Rolfe
Mayor

ATTEST:

MELANIE S. BRIGGS
City Recorder

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Sophie Rice	_____	_____
Ben Southworth	_____	_____
Mayor Kim V. Rolfe	_____	_____



AGREEMENT FOR PROFESSIONAL SERVICES

City of West Jordan Renovation of Leathers Playground

THIS AGREEMENT, made this 2nd day of December 2015 between the City of West Jordan, a municipal corporation (hereinafter referred to as "City"), and Landmark Design, Inc., (hereinafter referred to as "Consultant").

WHEREAS, the City desires to obtain consulting services from Consultant, and Consultant desires to provide these services to City. City and Consultant, therefore, agree as follows:

1. **RETENTION AS CONSULTANT.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Paragraph 2 herein. Consultant warrants it has the qualifications, experience and facilities to properly perform these services.

2. **DESCRIPTION OF SERVICES.** The services to be performed by Consultant shall be as follows:

(1) See attached Landmark Design, Inc. submitted Proposal. (Exhibit A)

The above services shall be performed in accordance with the Consultant's Proposal dated October 22, 2015 which are incorporated herein by this reference. The Proposal is more fully set forth in Exhibit A which is attached to this Agreement.

3. **COMPENSATION AND PAYMENT.** Except for authorized extra services (pursuant to Paragraph 4), if any, the total compensation payable to Consultant by City for the services described in Paragraph 2 shall not exceed the sum of \$11,600.00.

All payments shall be made within thirty (30) calendar days after the Consultant has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City. Invoices shall be made no more frequently than on a monthly basis, and shall describe work performed.

4. **EXTRA SERVICES.** City shall pay Consultant for extra services which are authorized in writing in addition to the services described in Paragraph 2, in such amounts as mutually agreed to in advance. Unless the City and Consultant have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist.

5. **SERVICES BY THE CITY.** The City shall perform the following services:

- (1) Provide to Consultant copies of available information related to the project and project site
- (2) Promptly review Consultants work and provide Consultant with comments, if any, in a timely manner.

6. **PROGRESS AND COMPLETION.** Consultant shall commence work on the services to be performed upon receiving an executed copy of this Agreement from the City. Consultant shall complete the

construction documents by January 18, 2016.

7. **OWNERSHIP OF DOCUMENTS.** All drawings, designs, data, photographs, reports and other documentation, including duplication of same prepared by Consultant in the performance of these services, shall become the property of City upon termination of the consulting services pursuant to this agreement and upon payment in full of all compensation then due Consultant. The City agrees to hold the Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Consultant is first obtained.

8. **PERSONAL SERVICES; NO ASSIGNMENT; SUBCONTRACTOR.** This Agreement is for professional services, which are personal services to the City. The following persons are deemed to be key member(s) of or employee(s) of the Consultant's firm, and shall be directly involved in performing or assisting in the performance of this work:

Mark Vlastic, PLA, AICP, ASLA
Scott Krumm, ASLA

Should these individuals be removed from assisting in this contracted work for any reason, the City shall have the right to approve the replacement individuals assigned to the project or may terminate this Agreement.

This Agreement is not assignable by Consultant, without the City's prior consent in writing.

9. **HOLD HARMLESS AND INSURANCE.**

A. Indemnity.

Consultant shall indemnify and hold the City, its elected officials, officers and employees, harmless from all claims, lawsuits, demands, judgments or liability including reasonable attorney's fees, but not limited to, general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the negligent acts, errors and omissions of the Consultant in performing the services described.

B. 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 insurance adequate to protect Consultant from claims under workers compensation acts;
- (2) professional errors and omissions insurance in the amount not less than \$1,000,000; and
- (2) general personal injury and property damage liability insurance and automobile liability insurance with liability limits of not less than \$1,000,000 for each claimant and \$1,000,000 for each occurrence related to the injury or death of a person or persons and for property damage. The City, its officers and employees, shall be named as an additional insured.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah which are carry a Moody's rating of not less than B+. Consultant shall

provide City with copies of certificates (on the City certificate form) for all policies reflecting the coverage, with an endorsement that they are not subject to cancellation without thirty (30) calendar days prior written notice to City.

10. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties to this Agreement shall be that of independent contractor(s). In no event shall Consultant be considered an officer, agent, servant or employee of City. The Consultant shall be solely responsible for any worker's compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work.

11. **STANDARD OF CARE.** Consultant services shall be performed in accordance with the skill and care ordinarily exercised by members of the same profession performing the same or similar services at the time Consultant's services are performed. Consultant shall, at Consultant's sole expense reperform any services not meeting this standard.

12. **CORRECTIONS.** In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to and paid by Consultant. "Errors in the work" as referred to above does not include and shall be in addition to, "redlines" or other standard corrections which are provided to Consultant by City.

13. **TERMINATION BY CITY.** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

14. **ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release to City from all claims and liabilities for compensation to, or claimed by, Consultant for anything done, finished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check.

However, approval or payment by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and/or competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents or consultants.

15. **WAIVER; REMEDIES CUMULATIVE.** Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and

alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

16. **CONSTRUCTION OF LANGUAGE OF AGREEMENT.** The provisions of this Agreement shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

17. **MITIGATION OF DAMAGES.** In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

18. **RECORDS ADMINISTRATION.** The Consultant shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Consultant for costs authorized by this contract. These records shall be retained by the Consultant for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.

19. **GOVERNING LAW.** This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.

20. **CAPTIONS.** The captions or headings in the Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

21. **AUTHORIZATION.** Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

22. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** The Consultant represents that it has not: (a) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (c) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Title 2, Chapter 4 of the City of West Jordan Municipal Code.

23. **EQUAL OPPORTUNITY CLAUSE.** The Consultant agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Consultant agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.

24. **ENTIRE AGREEMENT BETWEEN PARTIES.** Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all

of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

25. **PARTIAL INVALIDITY.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

26. **NOTICES.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United States mail, postage prepaid, or by facsimile with proof of transmission, and addressed as follows:

TO CITY: CITY OF WEST JORDAN
Brian Clegg
8000 South Redwood Road
West Jordan, Utah 84088
Facsimile No.: (801) 569-5127

With a copy to the City Attorney
City Attorney
8000 South Redwood Road
West Jordan, Utah 84088
Facsimile No.: (801) 569-5149

TO CONSULTANT: Mark Vlastic
Landmark Design, Inc.
850 South 400 West, Studio 104
Salt Lake City, UT 84101
P: 800-474-3300

EXECUTION OF AGREEMENT

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

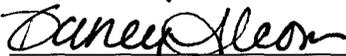
CITY OF WEST JORDAN

ATTEST:

Kim V. Rolfe
Mayor

Melanie Briggs, MMC
City Recorder

APPROVED AS TO LEGAL FORM



Acting City Attorney

CONSULTANT

By: Mark Vlasic (MARK VLASIC)
Its: PRINCIPAL/PRESIDENT

STATE OF Utah
:SS
COUNTY OF Salt Lake

On this 23rd day of November, 2015, personally appeared before me,
Mark Vlasic, who being by me duly sworn did say that he is the
President of Landmark Design, a
corporation, and that the foregoing instrument was signed in behalf of said corporation by
authority of its Board of Directors, and he acknowledged to me that said corporation executed the
same.

Debra L. Young
NOTARY PUBLIC

My Commission Expires June 19, 2017

Residing in Taylorsville County, Salt Lake

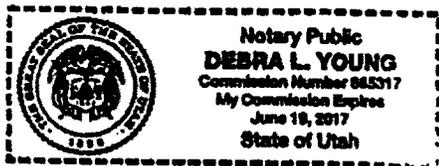


EXHIBIT A
(Consultant Proposal)

EXHIBIT A
(Consultant Proposal)



CITY OF WEST JORDAN, UTAH

REQUEST FOR PROPOSAL

Renovation of Leathers Playground

INTRODUCTION

The City of West Jordan, Utah is seeking proposals from interested architects to create a scope of work and contract documents from which General Contractors may bid for the renovation of the Leathers Playground located in Veterans Memorial Park.

CITY CONTACT INFORMATION

Jim Riding

Project Manager

Phone 801- 569-5096

E-mail jimr@wjordan.com

Brian Clegg

Parks Director

Phone 801-569-5711

E-mail brianc@wjordan.com

KEY DATES, ADDRESSES AND INSTRUCTIONS

Proposals must be delivered to:

CITY OF WEST JORDAN
City Records Office
8000 South Redwood Road
West Jordan, Utah 84088

DUE DATE: October 22, 2015 at 2:00 P.M.

- Clearly label the outside of your envelope: "Renovation of Leathers Playground"
- Any proposal received after that date and time will not be accepted.
- The City will not accept proposals via facsimile.

Questions regarding this RFP should be e-mailed directly to: Jim Riding or Brian Clegg no later than October 15, 2015. Their e-mail addresses are jimr@wjordan.com and brianc@wjordan.com.

There should be no contact made with members of the West Jordan City Council, the Mayor, or any other City Official other than Jim Riding and Brian Clegg regarding this Request for Proposal.

GENERAL PLAYGROUND INFORMATION

Leathers & Associates was the original design firm that helped oversee the project from design through the community build construction 10 years ago. Their contact information is:

Phone: 877-564-6464

Fax: 607-277-1433

Website: www.leathersassociates.com.

It's apparent from the condition of the playground that it receives a high number of kids that utilize the structure and that it is a well-used attraction in the area. There is a strong emotional connection with the community and the playground, it was a community-built playground. While generally the playground is holding up well there are various maintenance needs and safety non-compliances. The structural plastic posts are holding up very well and are in great shape. Generally the wood is dried and weathered. It's showing signs of splintering and cracking. There are a lot of protruding nails and screws. While most of this is cosmetic there are a few structural issues in the framing and some other members. The equipment has been heavily used and there are areas that require maintenance work or should be replaced.

PROJECT GOALS

Most of the structure is in medium condition with some parts of the structure and equipment in need of repair. These areas can be repaired back to their original condition or in some cases there are newer options that offer more maintenance friendly materials. When re-building or replacing, recycled plastic and low maintenance materials should be utilized as much as possible as opposed to wood; this will help reduce future maintenance needs.

- Bring playground up to current ASTM F1487 and & CPSC Pub.325 safety standard and guidelines
- Ensure the finished renovation meets current ADA requirements.
- Complete any necessary maintenance work on remaining sections of the playground
- As repairs are made reduce overall wood exposure by replacing with recycled plastic materials.
- Increase the life of the structure while reducing its overall maintenance needs
- Increase the visual appearance of the entire structure
- The majority of all new materials would be recycled structural and composite plastics
- The completed work will be inspected by a Certified Playground Safety Inspector (CPSI).

SCOPE OF WORK

The intent of this RFP is for the architect to provide construction documents that will identify each element, component or item to be repaired or replaced with accompanying photographs and location map, this will allow contractors to bid the project complete with **very few** change orders.

CONSTRUCTION

Ensure that that the finished work complies with the current version of ASTM F1487 and CPSC Pub.325. The finished structure will comply with current ADA requirements. Describe the materials necessary to perform the work. Upon completion the City will perform a final inspection assuring safety compliance.

The information provided below is from a playground assessment report and is to assist the awarded architect in completing the construction documents. In each case, identify the amount of material required and location to be repaired or replaced with photographs and a location map.

Main support posts

Leave as is

Framing

Stain exposed framing with a solid body stain for protection and looks.
Repair structural areas and by replacing with recycled structural plastic.

Decking

Repair a few damaged pieces.

Handrails

Leave as is

Handrail Posts

Replace with recycled structural plastic posts.

Balusters

Replace trim cap with recycled structural plastic.

Mazes cubes

Repair necessary damaged framing with recycled structural plastic.

Accessible ramps

Replace handrails with newer ADA compliant handrails out of recycled structural plastic.
Check and repair joists.

Fence

Replace missing pickets and check fasteners on framing.
If budget allows now or in the future consider replacing the fence with a recycled plastic versions. Selling engraved pickets can make a great fundraiser.

Safety Surfacing

Through maintenance maintain the proper surfacing height.
Add red safety marks to show proper depth of safety surfacing.

Slides

Sculpt a custom decking board to fit slide or caulk to remove the gap.
Add or remove safety surfacing to maintain the proper exit height.

For the super slide there should be drainage stone to the top of the concrete foot and 12” of wood fiber on top.

Swings

Adjust surfacing to keep seat heights at proper height. Surfacing should be a minimum of 12” deep.

Install cap on top of tire swing beam. Tighten any loose swing hangers.

Long term (included in current estimate) replace the swings with manufactured version.

Specific Equipment: Accessibility

Make some minor adjustments to comply with today’s ADA requirements.

Specific Equipment: Super structure

Add some additional support to tie in panels to posts. Add some additional fasteners as a precaution.

Stain the unpainted wood with solid body stain (recommend Behr Castle grey).

Repaint the painted portion to help reduce maintenance and improve looks.

Specific Equipment: Signage

Add the required signage and warnings

Signage

Add supervision requirements

Warning stickers

Warning removal of helmet, drawstrings or accessories from around neck

Warning about hot surfaces

Warning hard surfaces

Specific Equipment: Roof towers

Rebuild roofs with recycled plastics to minimize future maintenance needs.

Specific Equipment: Low rings and ladders

Replace with custom manufactured versions.

Specific Equipment: Overhead rings and ladder

Replace with custom manufactured versions.

Specific Equipment: Chain bridge

Replace with a cable version for lower maintenance.

Specific Equipment: Rubber bridge

Rebuild with recycled plastic

Specific Equipment: Rope climb

Replace with cable version for lower maintenance. Rebuild front of wall with recycle plastic lumber.

Specific Equipment: Suspension bridge

Re-build and add new turn buckle version for easier maintenance.

TIMELINE

- Proposals due from Architect October 22, 2015
- Construction documents due from awarded Architect December 17, 2015
- Project advertised for General Contractor bidding January 5, 2016
- Contractor bids due in January 28, 2016
- Construction begins February 8, 2016
- Construction completed March 4, 2016

INSURANCE

Provide the following insurance coverages:

- General liability policy \$1,000,000/occurrence, \$2,000,000 general aggregate
Name the city as an additional insured
- Professional liability \$1,000,000
- Automobile liability \$1,000,000
- Worker compensation and employers liability \$1,000,000 each accident

CITY'S RESPONSIBILITIES

Supply a liaison from the City to help coordinate the design and construction process.

PROPOSAL SUBMITTAL

Provide five (5) complete printed copies of proposals that include the following:

1. Qualifications for this project.
2. References.
 - Provide references from at least three other clients of similar playground scope in the last three (3) years.
 - Contact information.
 - Architect's estimated construction cost

West Jordan City will not be liable for any cost which applicants may incur in the preparation of their proposals. Proposals should be concise, straightforward, and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither desired nor required.

EVALUATION OF PROPOSALS

The selection team and technical review team will review proposals based on the following criteria:

- Architect's Fee

REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals received, and to select the proposal deemed to be the most advantageous and in the best interest of the City. Non-acceptance of a proposal will mean that one or more others were deemed more advantageous to the City or that all proposals were rejected. Applicants, whose proposals are not accepted, will be notified after a binding contractual agreement between the City and the selected applicant is executed, or when the City rejects all proposals.

PROPRIETARY INFORMATION

Applicants may mark any specific information contained in their proposal which they wish considered as proprietary and not to be disclosed to the public. All proposals submitted become the property of the City and will not be returned.

PROPOSAL INFORMATION

Submitting a proposal acknowledges your firm has read, understands, and agrees to be bound and fulfill the requirements and terms and conditions of this solicitation.

- A. **Firm Pricing:** All prices, quotes, or proposals are to remain firm for ninety (90) days after the opening date. Any proposal, which does not offer to remain firm for the required period, may be considered to be non-responsive.
- B. **Licensing:** All applicable federal, state, and local licenses must be acquired before the contract is entered into. Licenses must be maintained throughout the entire contract period.

Persons doing business as 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 registration may be obtained by calling (801) 530-4849, or toll free at 877-526-3994 or by accessing: www.commerce.utah.gov.

- C. **Public Domain:** Offerors are advised that Utah law and City ordinances provide that, the contents of the awarded proposal accepted by the City shall be subject to public disclosure and may become public records subject to examination by any interested parties in accordance to the Government Records Access Management Act (GRAMA), Utah Code Ann. 63-2-101 et seq. and City ordinance. Trade secrets and proprietary information, recognized by the City as such, may be protected from public disclosure if offeror clearly identifies, in writing, any part of their proposals which they claim to be proprietary information, trade secrets or other commercial information, or non-individual financial information that may be protected under GRAMA. Proposals in total will not be considered proprietary. All materials submitted by an offeror in response to the City's RFPs will become the property of the City upon delivery and will be managed in accordance with GRAMA.
- D. **Costs:** All costs associated with the preparation of the proposal, as well as any

other related materials and delivery, will be borne by the offeror. All proposals become the property of West Jordan City. The City will not be responsible for said costs in any event, including, but not limited to, termination of the project in whole or in part, rejection of the proposals as non-responsive, or rejection of the offer as non-responsive.

- E. Changes or Modifications: Any changes or modification to the Request for Proposal will be accomplished in writing by addendum. Offerors submitting a proposal based on any information other than that which is contained in the City's RFP, or any addendum thereto, does so at their own risk.
- F. Modifying or Withdrawing Proposals: Offerors may modify or withdraw their proposals at any time prior to the closing time. The City requests that any desire to retrieve a proposal for the purpose of withdrawing or to modify a proposal must be submitted in a written request to the Procurement Division. Offerors may withdraw their offer if the City and Offeror cannot agree on terms.
- G. Independent Contractors: Offerors agree that if they are awarded the project from West Jordan City they are independent contractors and have no authority, express or implied, to bind the City to any agreements, settlements, liability, or understanding whatsoever with any third party.
- H. Free and Competitive Bidding: Any agreement or collusion among prospective offerors to fix a price or limit competition shall render the proposal void and such conduct shall be unlawful and subject to criminal sanction. Proposers certify that neither proposer nor anyone in its firm or company has either directly or indirectly restrained free and competitive bidding, participated in any collusion, or otherwise taken any action unauthorized by the West Jordan City Purchasing Ordinances or applicable law.
- I. Insurance: If awarded the Project, offeror will, at their sole cost and expense, secure and maintain during the term of the contract, including all renewal or additional terms, the following minimum insurance coverage:

General Insurance Requirements for All Policies

1. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the City.

2. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

- (a) Currently rated A- or better by A.M. Best Company;
- OR—
- (b) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

3. Offerors will furnish certificates of insurance, acceptable to the City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

4. In the event any work is subcontracted, offerors will require their subcontractors, at no cost to the City, to secure and maintain all minimum insurance coverages as required hereafter.

5. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the offeror will provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the City.

6. All required certificates and policies shall provide that coverage there under shall not be canceled or modified without providing (30) days prior written notice to the City in a manner approved by the City Attorney.

7. In the event the offeror (if awarded the project) fails to maintain and keep in force any insurance policies as required, City shall have the right at its sole discretion to obtain such coverage and reduce payments for the costs of said insurance.

Required Insurance Policies

Offeror will be required to secure and maintain the following policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

8. 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 contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, the offeror will require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

9. 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 offeror, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from performance under the contract, whether performed by the successful offeror, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

10. Professional liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$1,000,000 annual policy aggregate limit.

11. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with the City as an additional insured, in the minimum amount of \$1,000,000 per occurrence.

- J. Indemnification: Offerors will agree to indemnify, hold harmless and defend the City, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by offeror, its agents, representatives, officers, employees or subcontractors in the performance of the contract if awarded to offeror.
- K. Conflict of Interest: Any officer, employee, agent, representative or member of the council, board, committee, or commission of the City must disclose any interest or conflict they have in their proposal as required by the Utah Public Officer's and Employee's Ethics Act, Utah Code Ann. 67-16-1, et seq.;
- L. Infringement: An offeror shall not infringe on patents, copyrights, trademarks, or intellectual property rights. The consequences from violation, including costs of defending a claim and indemnification from an action of claim by a third party shall be borne by the offeror.
- M. Protests: Persons who are aggrieved by the written specifications or recommended award may protest to the Purchasing Agent. A protest in regard to the specifications shall be submitted, in writing, prior to the proposal closing date. All other protests shall be submitted, in writing, within five working days after the aggrieved person knows or should have known of the recommended award. Protest letters should specifically state completely the facts which constitute error in the specifications or the intent to award and the desired remedy.

22 October 2015

CITY OF WEST JORDAN
City Recorders Office
8000 South Redwood Road
West Jordan, Utah 84088



Landmark Design
LANDSCAPE ARCHITECTURE & PLANNING

Artspace Solar Gardens
850 South 400 West | Studio 104
Salt Lake City, Utah 84101
801.474.3300
www.lidi-ut.com

RENOVATION OF LEATHERS PLAYGROUND

Thank you for the opportunity to submit our proposal for this important project. **Landmark Design** is excited at the prospect of working with the City of West Jordan to facilitate the repair of the well-loved Leathers playground in Veterans Memorial Park. Based on our understanding of the project, we have prepared a proposal that we believe is efficient and cost-effective, while providing you with the required deliverables necessary to meet your needs.

Landmark Design has completed numerous park and playground projects, and is experienced at facilitating park and playground design. Hugh Holt has been a Certified Playground safety Inspector (CPSI) since 2001 and is familiar with the updated playground safety standards and guidelines. His knowledge is vital in communicating with owners, users, and contractors in providing safe and fun play equipment in the public setting. Hugh was instrumental in the playground redesign at Weber State University and is currently working on a playground redesign and replacement for the Utah School for the Deaf and Blind in Ogden, Utah.

I will serve as Principal-in-Charge; Hugh Holt will be the Project Manager for this project and will be the principal contact person. He will be assisted by Scott Krumm, and other key staff. You can reach me at (801) 474-3300, on my cell at (801) 718-4353, or via email at markv@ldi-ut.com. You can also contact me at our office which is located at 850 South 400 West, Studio 104, Salt Lake City, Utah 84101. In my absence, you can speak to Hugh Holt at our office (801) 474-3300.

Included is the acknowledgement of Addendum No. 1 to the RFP.

Thank you for this opportunity and for your consideration – we look forward to hearing from you soon.

Respectfully yours,

A handwritten signature in black ink, appearing to read 'Mark Vlastic', written in a cursive style.

Mark Vlastic, ASLA, AICP, PLA, LEED Green Associate
Principal and President
Landmark Design
850 South 400 West, Studio 104
Salt Lake City, Utah 84101
801.474.3300 (office)
801.718.4353 (cell)
markv@ldi-ut.com www.lidi-ut.com



ADDENDUM NO. 1

Date: October 14, 2015

**Invitation for Bid
Renovation of Leathers Playground
at Veterans Memorial Park**

To All Plan holders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made a part of

IFB: Renovation of Leathers Playground at Veterans Memorial Park

This addendum is to respond to questions regarding the IFB.

1. **Question:** Are you looking for an architect to lead the project or will you accept proposals from a landscape architect? **Answer:** The City will accept proposals from landscape architects, also, refer to paragraphs regarding Project Goals, Scope of Work and Construction on the RFP for architect responsibilities.
2. **Question:** The RFP also indicates that the proposals will be evaluated on Architect's fee with no other evaluation criteria. Will the selection be based on the fee alone? **Answer:** Add to the Evaluation of Proposals paragraph the following, "Architects experience with park playground design, repair and or rehabilitation".
3. **Question:** Are detailed drawings of the playground available to the selected consultant in sufficient detail to be used as a background to identify each element, component or item to be repaired? **Answer:** There are no detailed drawings of the playground. There was an assessment conducted and that document will be used to compile the scope of work once the contract is awarded. City staff will also be on-site with the selected architect when compiling the scope to ensure the scope is complete and all deficiencies are listed.
4. **Question:** It states that the only evaluation criteria for our proposals is Architect's Fee. How will the city be able to insure they are contracting with a firm that has experience necessary to meet ASTM F1487, CPSC Pub.325, and current ADA requirements if it is not an evaluation criteria? **Answer:** As it states in the RFP the playground is to be brought up to comply with current ADA requirements. The Architect bidding on the project will be expected to know the ADA requirements since this is crucial to

this project or any project pertaining to a playground. Upon completion the completed work will be inspected by a Certified Playground Safety Inspector". Also, see #2 above.

5. **Question:** As a follow up to questions two, the RFP requests generally for submittal of "Qualification for the Project" and References. If Architects Fee is the only evaluation criteria why is this required? **Answer:** This is to ensure that the architect has a working knowledge of playgrounds and has worked on similar projects ensuring that the city will receive a thorough scope of work, with limited change orders. Also, see answer to #2 above.

6. **Question:** There have been significant updates to ADA requirements since this playground was constructed. Are there known deficiencies related to current ADA requirements or is it more a matter of repairing components that have fallen out of compliance due to damage or wear? **Answer:** There will be ADA updates, but the majority of the work will be repairing/replacing components due to wear and or vandalism.

7. **Question:** Does the city have a budget estimate/estimated construction cost for the required and recommended renovations/upgrades/repairs that can be shared as part of the RFP? **Answer:** We currently do not have an estimated construction cost.

8. Add the following to the RFP;

a. Under the **EVALUATION OF PROPOSALS** paragraph add the following: "Architects experience with park playground design, repair and or rehabilitation".

b. Under the **SCOPE OF WORK** paragraph add the following: "Architect to include a construction cost estimate as part of the proposal"

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by signing a copy and attaching it with your Bid Package.

END OF ADDENDUM NO. 1

Receipt of Addendum No. 1



Mark Vlasic
Principal and President
Landmark Design

1. Approach to the Project

Understanding of the Project

We understand that The City of West Jordan is seeking proposals for the development of contract documents so that General Contractors may bid for the renovation of the Leathers Playground located in Veterans Memorial Park. The playground was designed originally by Leathers & Associates and they also helped oversee the community-built construction ten years ago. The playground receives high use and is a well-used attraction in the area. Because it was a community-built playground, there is a strong emotional tie between the community and the playground. After ten years of use, the playground needs significant repairs to bring it into compliance with safety guidelines. Repairs include wood components that are weathering and have cracks and splinters.

The playground includes parts of the structure and equipment in need of repair. Some areas can be repaired back to their original condition and materials or other area may be repaired with materials that would decrease maintenance and possibly increase safety. New materials will be recycled plastic and other low maintenance materials. Project specific goals include:

- Bring playground up to current ASTM F1487 and & CPSC Pub.325 safety standard and guidelines.
- Ensure the finished renovation meets current ADA requirements.
- Complete any necessary maintenance work on remaining sections of the playground.
- As repairs are made reduce overall wood exposure by replacing with recycled plastic materials.
- Increase the life of the structure while reducing its overall maintenance needs.
- Increase the visual appearance of the entire structure.
- The majority of all new materials would be recycled structural and composite plastics.
- The completed work will be inspected by a Certified Playground Safety Inspector (CPSI).

The City of West Jordan has identified and provided a substantial list of deficiencies found on and around the playground. These items of repair will need to be identified, analyzed, and described so that a contractor can competitively bid the project.

The following is our proposed approach to the project. This description of tasks assumes the on-going involvement of the City of West Jordan, and we have assume that coordination meetings are incorporated into this process.

Detailed Work Plan

Task 1: Kick-off: Obtain Pertinent Information and Analyze Existing Conditions

Prior to beginning work, Landmark Design will meet with City representatives to receive all pertinent information including base maps, photography, existing drawings, manuals, and other relevant information. We would like to visit the playground site with City Staff to discuss the existing conditions, and identify any additional issues that should be addressed in the documents. The approach to the project and deliverable formats will be discussed.

Task 2: Design Development

Staff from Landmark Design will meet with City staff to identify and document existing deficient conditions of the play equipment. Landmark Design will then prepare documents including plans, details, and photographs that graphically portray locations of work and solutions to bring the play equipment into compliance with current safety standards. Specifications will be prepared that will add an increased level of detail as necessary.

Tasks 3: Construction Documents and Bidding

This task will take the project from Design Development to 100 percent complete construction documents for bidding. Landmark Design will incorporate any review comments and will prepare the technical specifications and bid documents.

Tasks 4: Construction Administration Services

Landmark Design will be involved in the actual bidding process and assist in the selection of a contractor and attend a pre-bid meeting. This meeting should be mandatory. Landmark Design will also attend the bid opening.

Once the project is bid, Landmark Design will attend a pre-construction meeting and assist in processing pay requests, RFI's. We will attend two site meetings, and prepare the final punch list.

Project Reviews and associated meetings are anticipated during Design Development and at Construction Documents completion.

Project Schedule

Landmark Design concurs with the project schedule noted in the RFP.

- Notice to Proceed on or about November 2, 2015
- Construction documents due December 17, 2015
- Project advertised for General Contractor bidding January 5, 2016
- Contractor bids due January 28, 2016
- Construction begins February 8, 2016
- Construction completed March 4, 2016

2. Project Team

LANDMARK DESIGN

Landmark Design is a Salt Lake City based landscape architecture and community planning firm with talented planning and design personnel experienced in all facets of the profession. The firm was founded in 1987. During 28 years of continuous operation the firm has provided expertise in community planning, urban design, master planning, public involvement, parks, recreation and trail planning and design, site analysis and design, land use planning and landscape architecture. The firm is a leader in regional landscape and sustainable design solutions for the Rocky Mountain Region that reflects the unique environmental, cultural, and historic resources of each project and location. We primarily serve clients in the Intermountain West, although we have worked both nationally and internationally.

Landmark Design is especially skilled and knowledgeable in the area of park planning and design, having completed over fifty such plans for communities throughout the Intermountain West. We have keen interest and broad experience in the park planning and design with a particular emphasis working with communities toward their goals of improving the quality of life and in building healthy communities.

Proposed Staff

The project will be headed by Principal-in-Charge, Mark Vlastic. The Project Manager, Hugh Holt will be responsible for day-to-day management of the project. He will be assisted by Scott Krumm. Additional Landmark Design personnel are available to work on the project, as needed.

Mark Vlastic, PLA, AICP, ASLA

Principal in Charge

Mark has served as Project Manager and Principal Designer for numerous park planning and design projects. These include the Rotary Play Park at Liberty Park which was dedicated at the 2002 Winter Paralympic Games; the award-winning renovation for Memory Grove in Salt Lake City; design and implementation for the 500 West Park Blocks in Salt Lake City; and construction documentation for North Park in Spanish Fork which was completed in 2010.

Mark completed master planning for Big Cottonwood Park and for the Magna ATK Property Park under contracts with Salt Lake County Parks and Recreation. He has provided landscape and urban design expertise on several National Park Service projects including a historic promenade in San Juan, Puerto Rico; Central High School Visitor Center in Rock Springs, Arkansas, and the new visitor center and museum at Mesa Verde National Park. Most recently, Mark led his team in design and construction administration of Salt Lake City's Imperial Neighborhood Park and Shay Park in Saratoga Springs.

Education

Master of Landscape Architecture, University of Washington, Seattle, Washington, 1989
Master Certificate in Urban Design, University of Washington, Seattle, Washington, 1989
Certificate in Landscape Architecture Studies, DIS Program, University of Copenhagen, Denmark, 1987
Bachelors of Science in Urban Planning, University of Utah, Salt Lake City, Utah, 1981

Hugh Holt, ASLA, PLA, ISA, CPSI

Project Manager

Hugh has performed project management responsibilities for landscape development, construction documentation, and/or site observation and inspection for numerous park projects including the Equestrian Facility Landscape Streetscape Improvements, Draper South Mountain Park, Western Springs Park, and West Jordan Dog Park. Other examples of landscape design, irrigation design and construction administration services performed by Hugh include Jordan Valley Water Conservancy District Demonstration Garden, City Creek Park, Liberty Park Site Improvements, Landside Erosion Control and Landscaping project at the Salt Lake International Airport, Daybreak Community Recreation Center and School, UTA North Temple TRAX line between the Salt Lake City International Airport, Matheson Junior High Sports Field Renovation for Granite School District, as well as many others located in the intermountain region.

Hugh has been a **Certified Playground Safety Inspector since 2001** and has used this knowledge base in projects that include either new playgrounds or playground renovations. These projects include, those that were renovations are highlighted in **bold**:

- **Utah School for the Deaf and Blind – Ogden Campus (Design)**
- Shay Park, Saratoga Springs (Under Construction)
- **Utah School for the Deaf and Blind – Salt Lake City (Under Construction)**
- Salt Lake Imperial Park, Salt Lake City (2015)
- Ron Wood Phase II Design and Construction Documents, West Jordan (2014)
- **Melba S. Lehner Children’s School at McKay Education Building, Weber State University (2012)**
- Arlington Park Design and Construction Documents, West Valley City (2012)
- Foothill Wetland Park Design and Construction Documents, Rock Springs, Wyoming (2012)
- Falcon Crest Park Design and Construction Documents, West Valley City (2011)
- North Park Design and Construction Documents, Spanish Fork, Utah (2010)
- Bicentennial Park Master Plan, Design, and Construction Documents, Provo (2009)
- Sienna Hills Park Design and Construction Documents (2008)
- Rotary Play Park at Liberty Park Design and Construction Documents, Salt Lake City, Utah (2002 – Utah Paralympic Playground dedicated at the Paralympic Games)

Hugh has been with the firm since its founding in 1987. He heads up almost all of our design and implementation of park projects and has been responsible for the design efforts because of his keen attention to detail and organizational skills. Hugh is currently involved with the

Playground Renovation for the Utah School for the Deaf and Blind in Ogden, Utah and the Shay Park construction administration in Saratoga Springs.

Education

Bachelor of Landscape Architecture and Environmental planning, Utah State University

Memberships/Affiliations

Professionally Licensed Landscape Architect, Utah (PLA)

Professionally Licensed Landscape Architect, Wyoming (PLA)

Member, Utah Chapter, American Society of Landscape Architects (ASLA)

Certified Arborist (ISA), Since 1998

Certified Playground Safety Inspector, Since 2001

Scott Krumm, ASLA

Associate, Landscape Designer

Scott joined Landmark Design in December of 2013 and is currently working on planning and design projects for Salt Lake City including the Open Space Signage project and Imperial Neighborhood Park. He was also involved in the development of planting plans for the Utah State University Regional Campus Administrative Building in Brigham City.

While attending the Landscape Architecture and Environmental Planning program at Utah State University, Scott served in the presidency of the student chapter of ASLA and received the Senior Leadership Award for his contribution to the program. He is interested in sustainable urban design and environmental stewardship.

Scott is proficient in AutoCAD, LandF/X, Sketchup, and the Adobe Creative Suite.

Education

Bachelors of Landscape Architecture and Environmental Planning, Utah State University, 2013

Memberships/Affiliations

Associate Member, Utah Chapter of the American Society of Landscape Architects

3. Proposed Fees

Landmark Design proposes a fee of \$11,600.00 to complete the tasks as outlined and detailed in the following spreadsheet. This includes all professional fees in addition to \$200 in estimated reimbursable costs.

City of West Jordan - Renovation of Leathers Play Equipment 22 October 2015	HOURS			FEE		
	Mark V./ Principal LA	Hugh H./ LA	Scott K./ Design Staff	Mark V. \$125.00	Hugh H. \$100.00	Scott K. \$75.00
Landscape Master Plan						
Task 1 - Kick-off: Obtain Pertinent Information and Analyze Existing Conditions						
Information Gathering / Site Investigation	2	4	4	\$250.00	\$400.00	\$300.00
Information Analysis	0	1	2	\$0.00	\$100.00	\$150.00
Base map preparation	0	1	2	\$0.00	\$100.00	\$150.00
Task 2 - Design Development						
Plans, Details, Photos and Notes	0	4	36	\$0.00	\$400.00	\$2,700.00
Opinion of Probable Costs	0	2	6	\$0.00	\$200.00	\$450.00
Specifications	1	6	2	\$125.00	\$600.00	\$150.00
Review Meeting	0	2	2	\$0.00	\$200.00	\$150.00
Task 3 - Construction Documents and Bidding						
Plans, Details, Photos and Notes	0	1	24	\$0.00	\$100.00	\$1,800.00
Opinion of Probable Costs	0	2	4	\$0.00	\$200.00	\$300.00
Specifications	1	4	4	\$125.00	\$400.00	\$300.00
Review Meeting	0	2	2	\$0.00	\$200.00	\$150.00
Task 4 - Construction Administration Services						
Construction Administration, Site Visits	0	4	4	\$0.00	\$400.00	\$300.00
Site Observations	0	4	4	\$0.00	\$400.00	\$300.00
SUBTOTAL	4	37	96	\$500.00	\$3,700.00	\$7,200.00
						\$11,400.00
Estimated Reimbursable Costs						\$200.00
GRAND TOTAL						\$11,600.00