REQUEST FOR PROPOSAL
PARK MASTER PLAN DESIGN & FEASIBILITY STUDY SERVICES

The CITY OF WEST HAVEN invites proposals from qualified consulting firms or individuals on the following:

Request for Proposal (RFP) to provide professional services for a developing master plan and feasibility studies for two (2) parks for West Haven City. The services will include reviewing needs and goals for the parks, a comprehensive design schematic with proposed phased approach, and construction estimates for budgeting and grant considerations. The goal is to have these studies complete by July 31, 2023 and ready for Council to consider for 2024 grant submission cycle.

TIMELINES

Notification Date:	April 18, 2023
Q&A Deadline Date:	April 25, 2023
Proposal Due Date:	May 2, 2023
Possible Firm Interviews	May 8-9, 2023
Anticipated Award Date:	May 17, 2023

Proposals shall be submitted no later than 4:00 p.m. on May 2, 2023 via email to Matthew Jensen, City Manager, matthewj@westhavencity.com or mailed to:

West Haven City
Attn: Matthew Jensen
4150 S 3900 W
West Haven, Utah 84401

The City reserves the right to reject any and all proposals, cancel all or part of this RFP, waive any minor irregularities and request additional information from respondents. The City will not reimburse the respondents to this RFP for any expenses incurred in preparing the proposals, or for the attendance at any meetings related to the proposal process. This RFP does not obligate the City to accept any proposal or contract for any services. Survey analysis selection will be made based upon criteria detailed in the proposal specification document, the abilities of the submitting firm and costs of services, analysis of a firm's completed projects and relation to the current RFP project, and in the sole judgment and opinion of the City and may not be the lowest bidder. During the evaluation process, a committee may, with appropriate approval, request best

and final offerors as provided for in section 63G-60-707.5 from responsible offerors who submit responsive proposals that meet minimum qualifications, evaluation criteria, or applicable score thresholds identified in the request for proposals.

The City has made every effort to include enough information in this RFP for feasibility study services to prepare a responsive proposal. Respondents are encouraged to submit the most comprehensive and competitive proposal possible. Submission of a proposal indicates acceptance by the Consultant of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted, and confirmed in the contract between the City and the Consultant selected. All proposals shall contain the requested information in the RFP and cost of services attachment. If the institution has additional charges other than those outlined in the proposal, they should be included. Each respondent is encouraged to submit information outlining other security and/or cost-saving services that may be worthy of consideration.

GENERAL INFORMATION

West Haven City was incorporated as a City in 1991 with the unification of two unincorporated areas: Wilson and Kanesville. With a population of less than 3,000 residents at the time, the City was centered around maintaining its own rural identity. During the last decade, the City has experienced exponential growth and is on track to continue for at least another five years with the current city boundaries. The population now sits over 20,000 residents. The current annexation declaration for the City could expand the city limits to increase the population by several thousand more and provide hundreds of additional acres for potential development and use.

As the City has grown, the City has developed fourteen (14) parks and extensive trail systems in conjunction with subdivision development. Two of these parks are the focus of this study.

The first park, R. Kenneth Baldwin Country Park (RKB Country Park) at 2900 W 3300 S, is the oldest and most established park in the City and is the site of the annual West Haven Days festivities and many of the City's other recreational and community events. With over 30 acres, the RKB Country Park features playground equipment, three little league baseball fields, two sports fields, two pavilions, outdoor basketball court, a volleyball court, eight pickleball courts, and a full-size riding arena. Most of these amenities are between 10 to 25 years old and are starting to show their age. A master plan is needed to help guide the direction of improving and renovating the park's amenities over the next 10 years with associated cost estimates to be used for budgeting and grant consideration.

The second park, Windsor Park at 2683 S 3650 W, is a nearly 19-acre area spread through a subdivision that has never been developed in over 20 years. A master plan was developed in 2019 that proposed a non-sport field recreational park approach with a biking pump track, disc golf course, and extensive trail system tying into the adjacent slough. While the master plan was well received, cost estimates and a phased approach for improvements were not included.

The City is in a favorable fiscal position to pursue improvements and construction at the two parks; capital project and park impact funds are in place. To extend this position, the City plans to apply for RAMP grant funds to help fund projects. The deadline for this next grant cycle is mid-January 2024. Funding for consulting services was included in the Fiscal Year 2023 budget cycle with $15,000 approved for review of the two parks.

Once the feasibility study is complete and grant status determined, the City anticipates posting an RFP for full design services. The successful respondent for the feasibility study will still be eligible for consideration of the full design services.

SCOPE OF SERVICE

To complete this contract, the successful applicant will:

- Review original master plan for Windsor Park
- Meet with City staff, elected officials, and possibly residents to help ascertain needs to be met at the two parks
- Develop initial design schematic options for City review and gather appropriate feedback
- Provide a market-based project cost estimate for construction of a phased approach for developing/improving each park
- Develop a final comprehensive design schematic and color renderings appropriate for public review and grant consideration

SUBMITTAL INFORMATION

Proposals should be submitted with the information required in this RFP. **Each section must be labeled and in the order listed below**. Failure to comply may deem proposal non-responsive. Proposals should be no longer than fifteen (15) pages in length. As a minimum, proposals must include the following.

Step 1: Cover Letter

The cover letter must consist of:

1. Identification of proposer, including name, address and telephone number.
2. Acknowledgement of receipt of all RFP addenda, if any.
3. Name, title, address and telephone number of contact person during the period of proposal evaluation.

Step 2: Technical Proposal

The Technical Proposal should include the following three items:

1. Qualifications, and related experience of the proposer. This section of the proposal should establish the ability of the proposer to satisfactorily perform the design and feasibility study:
    a. Experience in performing work of a similar nature
    b. Demonstrated competence in the services provided
    c. Strength and stability of the firm
    d. Identification of proposed team members to this project

e. A minimum of three (3) references that the City may contact

2. Project Approach. This section should outline a proposed approach for completing the study. Outline proposed actions planned to accomplish the scope of work and what would be needed from the City to help successfully complete the project. Include any suggestions that have proven useful
3. Project Schedule. This section should provide a proposed timeline for accomplishing the scope of work. Please consider the award date of May 17, 2023 and a final presentation to Council on August 2, 2023.

Step 3: Cost Proposal

The cost proposal form is Attachment A. If a proposer fails to submit the completed cost proposal form, then its proposal will be considered non-responsive and the proposal will be rejected. Failure to submit cost or the pricing data separate from the Technical proposal response will result in your proposal being judged as non-responsive and ineligible for contract award.

PROPOSAL SCORING

To equitably evaluate the proposals, the City will use the following system to score the proposals:

- **Technical Proposal - *70 points* –** Points will be distributed according to the following scale:
  - ***Up to 15 Points*** - Firm qualifications and experience
  - ***Up to 30 Points*** - Proposed project approach methods
  - ***Up to 25 Points*** - Proposed project schedule
- **Cost Proposal - *30 points* -** The City of West Haven will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2- Proposed Price/Lowest Proposed Price).

QUESTIONS

Questions regarding the RFP must be sent via email to Matthew Jensen, City Manager at matthewj@westhavencity.com no later than 4:00 p.m. on April 25, 2023. Any questions received after this time and date will be considered late and will not be answered.

ATTACHMENT A

COST PROPOSAL FORM – PARK MASTER PLAN DESIGN & FEASIBILITY STUDY SERVICES

I (we), the undersigned, hereby propose to furnish all supervision, labor, materials, tools, equipment, supplies, services, insurance, transportation, and other incidental requirements necessary to perform, in accordance with the RFP for park master plan design and feasibility study services.

Not to exceed $_____ in Total Estimated Costs for the services as outlined in the Scope of Work.

Note: The City would like to see a detailed quote if you are willing to attach it to the proposal.

Authorization:

Firm Name	Date
Mailing Address	Phone Number
City, State, Zip	Email
By	Title

_____

Signature

ATTACHMENT B

PROPOSED – FEASIBILITY STUDY SERVICES AGREEMENT

This Agreement, entered and effective this ____ day of _____, 2022 by and between West Haven City, a municipal corporation of the State of Utah, hereinafter "City", and _____ hereinafter "Consultant."

Witnessed:

Whereas, City has established a need for certain professional services; and

Whereas, Consultant has proposed to provide such professional services

Now, Therefore, in consideration of the mutual covenants and agreements stated herein and of the payments for services hereinafter described, the parties hereto do mutually agree as follows:

1. **Performance of Services.** City hereby agrees to engage Consultant, and Consultant hereby agrees to provide survey services as specified in Exhibit A attached hereto and incorporated herein.

2. **Time of Performance.** This Agreement shall commence on the effective date of this agreement and shall continue until terminated as hereinafter provided.

3. **Compensation.** The City shall compensate Consultant for services provided under this agreement in accordance with Exhibit A which is attached hereto and incorporated by reference herein.

4. **Termination of Agreement, for Cause.** If, through any cause, Consultant shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, of if Consultant shall violate any of the covenants, agreements of stipulations of this Agreement, City shall have the right to terminate this Agreement by giving written notice to Consultant of such termination and specifying the effective date thereof. In the event of termination for cause, Consultant shall be entitled to receive only the pro rata share of the total compensation which is equal to any satisfactory work completed as of the date of termination.

5. **Termination for Convenience.** The City or Consultant may terminate the Agreement at any time by providing 30 day advance written notice to the other party. If the Agreement is terminated by City as provided herein, City shall pay Consultant a percentage of the established fee for work performed up to the time of such termination. Said percentage shall be based on the ratio of work completed to the total work required.

6. **Non-assignability.** Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment of novation) without the prior written consent of the City thereto.

7. **Interest of Contractor.** Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or

degree with the performance of the services hereunder. Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed. The parties agree that Consultant is free to accept any other employment which does not conflict with their representation of the City. If such employment, in the City's opinion, does conflict with Consultant duties hereunder, and such conflict cannot be resolved to the City's satisfaction, the City will have the right to terminate this agreement. Consultant agrees that it has a duty to inform the City of any potential conflicts of interest as soon as possible so that such conflicts can be confronted and resolved.

8. **Confidentiality.** Unless otherwise required by law or agreed to by the parties, all dealings of the parties hereto are confidential, and no report, data, information or communication developed, prepared or assembled by Consultant hereunder shall be revealed or made available to any person or entity other than the City, without the City's permission. Should any request be made of Consultant for confidential information by a third party, Consultant shall notify the City in writing immediately, and shall cooperate with the City in responding to such request. Consultant shall return all confidential information in its possession to the City upon termination of this Agreement or upon request at any time. Consultant shall certify in writing that all confidential information has been returned to the City upon request.

9. **Indemnification.** Consultant agrees to indemnify, save harmless and defend City and its elected officials, officers, employees, authorized agents and volunteers from and against any and all claims, damages, demands, actions, costs and charges arising out of or by reason of Consultant's performance or failure to perform this agreement.

10. **Attorney's Fees.** In the event either party institutes litigation to enforce its rights under this Agreement, the prevailing party in such litigation shall be entitled to an award of its reasonable attorney's fees and costs.

11. **Notice.** Any notice, or notices, required or permitted to be given pursuant to this Agreement, may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Attention: West Haven City
Attn: City Manager
4150 S 3900 W
West Haven City, UT 84401
Telephone (801) 731-4519

Consultant: _____

_____

_____

12. **Independent Contractor.** Consultant is independent of the City and shall perform all services according to its own methods without being subject to the control of the City except as to the results obtained. The City shall not carry Worker's Compensation insurance or any health

or accident insurance to cover Consultant. The City shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expect in an employer-employee relationship. Consultant, as an independent contractor, shall provide and be responsible for any and all of Consultant, and its employees or agents, Worker's Compensation contributions, federal and state withholding, unemployment compensation contributions and social security tax withholdings, etc.

13. **When Rights and Remedies Not Waived.** In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of conditions or any default which may then exist, or while any such breach or default shall exist, in no way impair or prejudice any right or remedy available to City with respect to such breach or default.

14. **Integrated Document.** This Agreement embodies the entire agreement between City and Consultant for the scope of services and the term and conditions. No verbal agreements or conversations with any officer, agent or employee of City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and is in no way binding upon City.

15. **Compliance with Laws.** Consultant shall comply with all laws, ordinances, regulations, rules, etc., of the federal, state and local government in connection with the performance of this Agreement.

16. **Severability of Provisions.** If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

17. **Modifications.** No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

18. **Governing Law.** This Agreement, its terms and conditions, shall be governed by Utah law. Jurisdiction and venue for any litigation concerning this Agreement shall be in the Second District State Court for Weber County or federal courts located in the State of Utah.

In Witness Whereof, the parties hereto execute the foregoing instrument as of the day and year first above written.

West Haven City:

_____
Matthew Jensen, City Manager

Attest:

_____
Emily Green, City Recorder

Consultant:

_____
Authorized Representative