

**Parks Master Plan Update
Bid No. 2014-9**



**Lehi City Corporation
Legal Services Department**

RESPONSES ARE DUE PRIOR TO:

**July 22, 2014
4:00 P.M. MDT**

Preferred method is to submit electronically to:

www.bidsync.com

Responses may be mailed or hand-delivered to:

Lehi City Purchasing Department
Attn: Cameron Boyle
Bid No. 2014-9
153 North 100 East
Lehi, UT 84043

Lehi City Corporation Public Works Department

REFERENCE NUMBER: Bid No. 2014-9
BID TITLE: "Parks Master Plan Update"
BID LOCATION: Lehi City, Utah

SUBMISSION DEADLINE: July 22, 2014
SUBMISSION TIME: 4 p.m. MDT
SUBMISSION PLACE: Lehi City Purchasing Office
153 North 100 East
Lehi, Utah 84043

BID DESCRIPTION: Lehi City is seeking bids from qualified professional planning/landscape architect consultants to update and revise the Lehi City Parks, Trails, and Recreation Master Plan. The plan will be used as a resource for future development and redevelopment of the City's parks, open space, trails and recreation facilities.

BID CONTACT: Cameron Boyle
Management Analyst
385-201-2266
cboyle@lehi-ut.gov

CONSULTANTS: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with appropriate supplements and/or samples. Please submit bids through Bidsync.com or mail to the Lehi City Purchasing Office address above by the submission deadline. Bids received after the deadline will not be considered.

Additional instructions for submitting bid:

- A. It is the responsibility of the Supplier to "Log In" through BidSync. For assistance contact BidSync at 1-800-990-9339.
- B. Questions regarding this bid should be submitted through BidSync. The Supplier may also contact Scott Sampson, Risk Manager (see "Bid Contact" above).
- C. The recommended method to submit your bid is through BidSync. By using alternate methods of delivery, supplier bears all risks if documents are not received at the Purchasing Office prior to the submission deadline. Supplier should call to verify the purchasing agent has received the hard-copy bid prior to the bid closing.

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SECTION 1: SCOPE OF WORK

1.1 STATEMENT OF INTENT

Lehi City (Owner) is seeking bids from qualified consultants to update and revise the Parks, Trails, and Recreation Master Plan, herein referred to as “the Plan.” The Plan is intended to update the existing parks element of the General Plan, incorporate new community goals and objectives, and formulate specific, measurable, prioritized implementation strategies. The implementation portion of the plan should also include a projected time table for accomplishing the identified goals and strategies/tasks identified in the plan. The purpose of this project is not to provide concept plans for individual future parks, but to evaluate overall service area needs and to create a long term plan for future parks development. The Plan will serve as a tool to provide direction for effective and equitable planning and development of parks, trails, and recreation facilities for the Owner on a 5-, 10-, and 20-year basis. The Owner desires to enter into a contractual agreement, awarded pursuant to this request for proposals, with a professional planning/landscape architect consultant that can complement City resources in accomplishing the project goals.

1.2 PROJECT GOALS

- A. Evaluate, quantify and measure the existing plan.
- B. Compile a comprehensive inventory of existing and proposed parks, open space, trails, recreation facilities, public school grounds, private facilities and recreation programs within the planning area.
- C. Identify recreation opportunities and demand, historic areas, population characteristics and special user groups. Identify parks, trails and recreation service area needs and requirements.
- D. Articulate appropriate development policies, plans and standards, properly timing the availability of services and infrastructure to accommodate new parks, trails and recreation facilities.
- E. Translate the community’s vision of parks, open space, trails and recreational facilities into a realistic, strategic and comprehensive 5-, 10-, and 20-year plan.
- F. Prepare a planning and implementation strategy for parks, open space, trails and recreation facilities that will guide future acquisition and development decisions (on a 5-, 10- and 20-year basis). Formulate a planning and implementation strategy into a single document, creating an organized framework for accomplishing planning objectives.
- G. Meet state and local statutory requirements for general, comprehensive and strategic planning. Follow the standards and guidelines used by the National Recreation and Parks Association.

1.3 PLAN AREA

The Plan area includes the existing incorporated boundaries within Lehi City and all unincorporated county islands within Lehi City’s future expansion areas as shown on the Lehi City General Plan Land Use Map (Attachment A).

1.4 SPECIFIC TASK REQUIREMENTS

1.4.1 INVENTORY AND EVALUATION

A. Task 1: Inventory and Evaluation of Existing and Proposed Facilities

- a. Complete an analysis of existing parks, open space, trails and recreation facilities available to City residents. Include park size, amenities, special features, facility descriptions, available programs, etc.
- b. Analyze all compiled inventory data.
- c. Tabulate and prepare relevant maps, charts and matrices.
- d. Complete a comparative analysis with communities of similar size and density regionally and using nationally accepted standards. Consider how recreation demands from surrounding communities interface and impact those of Lehi City.
- e. Identify and map existing, proposed and undeveloped parks, detention basins, trails and recreation facilities within the Plan area, analyzing existing uses and conditions.
- f. Assess the adequacy of existing facilities in meeting current and projected needs.
- g. Further distinguish each area by its existing and desired future character on a 5-, 10- and 20-year basis.

B. Task 2: Definitions and Classifications

- a. Provide a standardized definition for each type of recreation facility (including public school grounds and private facilities) to ensure uniformity.
- b. Identify and classify recreational uses and facilities into distinct areas.

1.4.2 ASSESSMENT AND ANALYSIS

A. Task 3: Community Participation

- a. Identify, describe and implement a comprehensive strategy and methodology for community involvement in the Plan development process, utilizing existing data from recent surveys and workshops.
- b. Be present and prepared to facilitate all public meetings and/or resident participation workshops concerning the Plan.
- c. Extract concerns and opinions from all interest groups associated with parks, open space, trails, and recreation facilities.
- d. Organize a minimum of two (2) open houses to present the draft plan and solicit public comment prior to formal public hearings.
- e. Provide written records and summaries of the results of all public process and communications strategies.

B. Task 4: Needs Assessment and Analysis

- a. Review and interpret demographic trends and characteristics of Lehi City using information from Lehi City, U.S. Census data and other national, regional, and local sources. Include population, age, household size, number of children in the home, and other information to project demographic trends and recreation use.

- b. Analyze all previous collected data from community surveys and workshops to determine community interest and desires for parks, trails, and recreation facilities.
- c. Conduct additional research and workshops as necessary to determine community needs.
- d. Tabulate and prepare relevant maps, charts and matrices.
- e. Assess current park service areas and project the necessary space and facility requirements to meet the community needs.
- f. Determine acreage requirements for each class and type of park.
- g. Include a traffic accessibility plan for any regional park recommended for acquisition and development. Consider the existing master transportation plan and suggest possible modifications to that plan.
- h. Extend any deficiency or excess in service area from the present into the years 2019, 2024, and 2034.
- i. Assess other non-municipal parks (private/HOA, School District, etc.) or municipal parks in adjacent cities that are contiguous to Lehi City neighborhood planning areas, which might otherwise offset deficiencies. School open space figures should be listed separately and not factored into the needs assessment.

C. Task 5: Trail System Analysis

- a. Identify and map trail systems within the Plan area, including existing and proposed trails. Prepare relevant maps, charts and matrices. Incorporate and implement relevant data collected through the recent Lehi Bike and Pedestrian Study.
- b. Identify how existing and proposed trails may connect to other jurisdictions and various recreational, public, and Forest Service areas.
- c. Identify the evolution of the trail system and how trails may connect and work with existing and proposed parks.

1.4.3 IMPLEMENTATION

A. Task 6: Operation and Management Plan

- a. Provide a specific, measurable, prioritized implementation section within the plan for implementing the policies and recommendation of the plan. This should include a projected time table for accomplishing the identified goals and strategies/tasks identified in the plan.
- b. Provide recommendations for organizational structure and guidelines for delivery of parks and recreation services.
- c. Describe core service functions, including how each is to operate and how each is impacted by the Plan.
- d. Prepare a future staffing plan based on future needs.

B. Task 7: Park Acquisition, Construction and Maintenance Cost

- a. Develop a definitive program for acquisition and development of parks, open space, trails, and recreation facilities for the future.
- b. Identify potential regions for park and recreation facility development based on service area needs. Assessment *shall not be limited* to existing undeveloped park acreage.

- c. Provide specific cost estimates on potential park acquisitions, construction and maintenance, including but not limited to square foot pricing for grading, landscape design, landscape construction, sprinkler installation, road and parking development, etc.
- d. Provide cost estimates for possible updates or remodels of existing facilities.

C. Task 8: Goals, Objectives and Policies Development

- a. Prepare objectives and policies that will integrate the recommendations from the previous sections into a plan of action. Create specific goals and prioritize recommendations. At a minimum, the action plan shall address growth; funding; proposed cost; cite appropriate mechanisms to control the nature, timing and location of development for top priority facility projects; and the effectiveness of existing regulatory tools to implement policies.
- b. Analyze existing recreation programs and services for their effectiveness in accomplishing each action plan and incorporate recreation programs and services as appropriate.

D. Task 9: Plan Adoption

- a. Present the completed plan for adoption to the City's Administration Department, Planning Commission, City Council and Mayor.

1.4.4 PROGRESS REPORTS

The Consultant shall hold progress meetings as often as necessary, but in no case less than once per month until the final plan is adopted by the Owner, for the purpose of progress reporting. The consultant shall provide electronic copies of all completed or partially completed reports, studies, forecasts, maps or plans as deemed necessary by the City Representative at least three (3) working days before each progress meeting. The Consultant shall schedule the meetings, as necessary, at key times during the development of the Plan.

1.5 FINAL PRODUCT

The Consultant shall provide the final version of the Plan with supporting materials, including all information described in Section 1.4 herein. In addition, the Consultant shall provide the Plan in digital format that is compatible with the Owner's software. The Consultant shall include:

- A. Ten (10) copies of the final version of the Plan, including an executive summary.
- B. Ten (10) copies of a four (4) color process plan map.
- C. The originals of all tables, charts, maps, illustrations, and other graphics included in the adopted plan.
- D. A comprehensive parks, trails and recreation digital dashboard that integrates all parks and recreational areas as identified in the Plan. The dashboard shall be available to residents online and compatible with the Owner's website and software. The dashboard shall include basic information about each park, trail and recreation facility (existing and proposed) and a condensed summary of the 5-,10- and 20-year plan.

- E. The complete adopted plan text in digital format, compatible with the latest version of Microsoft Word and Adobe Acrobat.
- F. All geographic data in a digital format compatible and coordinated with the Owner's Geographic Information System (GIS). Non-graphic database shall be written in Microsoft Word or Excel format. Product will only be accepted once full compatibility with Owner's GIS is confirmed.
- G. Examples of sample products with the proposal, as applicable.

SECTION 2: INSTRUCTIONS TO CONSULTANTS

2.1 ADMINISTRATIVE GUIDANCE

The information provided in this RFP is designed to provide interested Consultants with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Consultants are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFP.

2.2 SCOPE OF TERMS & CONDITIONS

Before submitting a bid, the Consultant shall understand all contract conditions referred to in this document, and any addenda issued before the bid submission date. It shall be the Consultant's responsibility to ensure that the bid includes all addenda issued prior to the bid submission date. By submitting a bid, the Consultant acknowledges and accepts the Terms and Conditions described herein.

2.3 PROPOSAL RESPONSE OUTLINE

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections:

LETTER OF TRANSMITTAL

The letter of transmittal should include an introduction of the Consultant, including the name, address, telephone number and email address of the person to be contacted, along with others who are authorized to represent the Consultant in dealing with this RFP. Any other information not appropriately contained in the body of the proposal should also be included in the letter of transmittal (1 page maximum).

EXECUTIVE SUMMARY

An executive summary should briefly describe the Consultant's approach and clearly indicate any options that need to be highlighted or alternatives being proposed. It should also indicate any major requirements that cannot be met by the Consultant (2 pages maximum).

PROPOSED PROJECT TEAM ORGANIZATION AND QUALIFICATIONS

Provide an organization chart that identifies the roles of each key individual involved in each phase of the project. Describe the proposed responsibilities of each team member. Provide resumes for key individuals outlining qualifications, professional licenses, education and specific experience related to parks and recreation planning. List each individual's current work commitments to other projects to indicate an ability to meet time commitments.

PAST EXPERIENCE AND REFERENCES

Provide information on at least three (3) parks and recreation master plan projects that demonstrate the Consultant's ability to accomplish the Work as described in Section 1. For each project identified, include the following information: community, agency name, project description, cost, date completed, special elements and references (including name, address, telephone number and email address (10 pages maximum). Include whether or not the projects were completed on time and within budget.

PROPOSED PROJECT SCHEDULE

Provide a schedule that includes individual phases as applicable. The proposed project schedule shall list important dates, times and locations of meetings and submittals. Identify completion dates for specific phases of the project and internal methods that will be used for project schedule control (1 page maximum).

PROPOSED APPROACH

Outline the plan for completion, including specific tasks and any special approaches for completion of the Work. Include services the Consultant will provide, detailing the methodology, deliverables, and client meetings. Innovation and alternatives to the scope proposed are welcome (3 pages maximum).

COST PROPOSAL

The Consultant must submit a cost proposal allowing costs to be evaluated independently of other criteria in the proposal. The cost proposal shall include a detailed cost for each task included in the Scope of Work and a total, "not-to-exceed" cost for services. The pricing for all products and services shall remain firm for the duration of the contract. No price changes, additions, or subsequent qualifications will be honored throughout the duration of the contract except with approved change orders. Pricing on all transportation, mobilization and other charges shall be prepaid by the Consultant and included in the proposal price. The Consultant must indicate any additional charges not mentioned above or forfeit the right to payment for such items.

MISCELLANEOUS

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

2.4 BID PREPARATION COSTS

Owner is not liable for any cost incurred by the Consultant associated with the preparation of the bid or the negotiation of a contract for services prior to the issuing of the contract.

2.5 SUBSTANTIVE BIDS

The Consultant certifies that, (a) the Consultant's bid is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) the Consultant has not directly or indirectly induced or solicited any other Consultant(s) to put in a false bid; (c) the Consultant has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a bid; (d) the

Consultant has not sought by collusion to obtain for themselves any advantage over any other Consultant(s) or over the Owner; and (e) Consultant shall not violate or cause any person to violate the Utah Municipal Officers and Employees Ethics Act.

2.6 PRE-PROPOSAL MEETING

A pre-proposal meeting will be held **July 8, 2014, at 2 p.m. MDT** to address any questions or concerns regarding the Scope of Work and submission requirements. Attendance is mandatory. The meeting will be held at:

Lehi City Hall
Council Chambers
153 North 100 East
Lehi, UT 84043

2.7 ADDENDUM TO THE RFP

In the event that it becomes necessary to revise this RFP in whole or in part an addendum will be provided to all Consultants on record as having received this RFP. A statement issued in an addendum shall have the effect of modifying a portion of the bid documents when the statement in the addendum specifies a section, paragraph or text and states that it is to be so modified.

2.8 RESTRICTIONS

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

2.9 PROPOSALS SHALL BE BINDING SUBJECT TO ACCEPTANCE

Bids shall be binding upon the Consultant for sixty (60) calendar days from submission deadline. A Consultant may withdraw or modify their bid any time prior to the submission deadline by written request, signed by the same authorized officer or agent who signed the original bid.

2.10 ALTERNATIVE PROPOSALS

Consultant may submit more than one proposal, each of which must follow the Proposal Response Outline (Section 2.3 herein) and satisfy the requirements of this RFP. The Consultant's primary proposal must be complete and comply with all instructions. The alternative proposals may be in abbreviated form following the Proposal Response Outline but providing complete information only for sections which differ in any way from those contained in the primary proposal. If alternative proposals are submitted, the Consultant must explain the reasons for the alternative(s) and its comparative benefits. Each proposal submitted will be evaluated on its own merits.

2.11 DISCLOSURE OF BID CONTENT

Under the Government Records Access and Management Act, Section 63-2-101 et seq., Utah Code Ann. (1993 and supp. 1996), as amended ("GRAMA") certain information in the submitted bid may be open for public inspection. If the Consultant desires to have information contained in its bid protected from such disclosure, the Consultant may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the bid (GRAMA, Section 63G-2-309). Pricing elements of any bid will not be considered protected. All material contained in and/or submitted with the bid becomes the property of the Owner and may be returned only at the Owner's option.

2.12 AUTHORIZED REPRESENTATIVES

The RFP must contain within the "Letter of Transmittal" the signature of a duly authorized officer or agent of the Consultant's company empowered with the right to bind the Consultant for the amounts estimated and terms proposed. The Consultant must also provide evidence of the authority of the officer or agent to bind the Consultant. Owner shall have the option to change Consultant's contact person if it is in the best interest of Owner.

2.13 ANTI-COLLUSION

The submission of a proposal constitutes agreement that the Consultant has not divulged its proposal to, or colluded with, any other Consultant or party to a proposal whatsoever.

SECTION 3: PROPOSAL EVALUATION

3.1 EVALUATION PROCESS

All bids in response to this RFP will be evaluated in a manner consistent with Lehi City and Utah State Procurement Code 63g-6a-101, *et seq.* and all applicable rules, regulations, and policies.

In the initial phase of the evaluation process, the evaluation committee will review all bids timely received. First, non-responsive bids (those not conforming to RFP requirements) will be eliminated. Second, the remaining bids will be evaluated in a cursory manner to eliminate from further consideration those bids which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration. Each Consultant bears sole responsibility for the items included, or not included, in the response submitted by that Consultant. The Owner reserves the right to disqualify any bid that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

At the conclusion of this initial evaluation phase, selected bids will be chosen for detailed review and evaluation. The Owner reserves the right to be the sole judge as to the overall acceptability of any bid or to judge the individual merits of specific provisions within competing offers.

3.2 PROPOSED EVALUATION AND PROJECT SCHEDULE

The Owner proposes the following evaluation and project schedule:

Event	Completion Date	Time MDT
Request for Proposals Available	Monday, June 30, 2014	
Pre-Proposal Meeting	Tuesday, July 8, 2014	2 p.m.
Question Period Closed	Thursday, July 17, 2014	12 p.m.
Proposals Due	Tuesday, July 22, 2014	4 p.m.
Initial Review of Proposals	Monday, July 28, 2014	12 p.m.
Announcement of Short List	Monday, July 28, 2014	5 p.m.
Short List Presentations	Monday, August 11, 2014	5 p.m.
Selection of Consultant	Wednesday, August 13, 2014	5 p.m.
Approval of Professional Services Agreement with Consultant	Tuesday, August 26, 2014	7 p.m.
Start of Master Planning Process	Tuesday, September 2, 2014	
Completion of Master Planning Process	<i>as proposed by Consultant</i>	

3.3 EVALUATION CRITERIA

The Owner will judge the merit of all bids received in accordance with the general evaluation criteria listed below. Failure to provide any of the information requested may result in the bid being removed from further consideration. In determining lowest responsible consultant, the Owner will consider:

Criterion	Description	Approx. Weight
Timeline Proposal	Evaluation of the proposed timeline to completion and the ability to meet the project timeframe demands.	25%
Cost Proposal	Evaluation of the detailed description of cost per individual task and the “not-to-exceed” proposed budget.	20%
Proposed Method	Ability of the consulting firm to meet the requirements of the Scope of Work and evaluation of the demonstrated innovation and alternatives to the Scope of Work.	30%
Qualifications/Experience	Evaluation of previous experience, references, and expertise.	25%

3.4 AWARD OF CONTRACT

Upon completion of the evaluation process, Owner may negotiate with and award the contract to the Consultant whose bid is determined to be most advantageous to the Owner. AWARD OF CONTRACT MAY BE MADE WITHOUT DISCUSSION AFTER BIDS ARE RECEIVED. Bids will be awarded to the lowest responsible Consultant. The contract will incorporate the provisions of this RFP (including any addenda).

3.5 RIGHT TO REJECT

Owner reserves the right to reject any or all proposals and to waive any formality in the proposals received, to accept or reject any or all of the items in the proposal, and award the contract in whole or in part, if it is deemed in the Owner’s best interest. The Owner reserves the right to negotiate any and all elements of the proposals, if any such action is deemed in the best interest of the Owner.

SECTION 4: GENERAL TERMS AND CONDITIONS

The Consultant should expect to see Terms and Conditions in the final contract substantially similar to the following. Lehi City reserves the right to add to, delete from, or otherwise amend these Terms and Conditions as the City deems necessary.

4.1 CONTRACT

The intention of the Contract is to include all labor, material, transportation, and all other action necessary for the accomplishment of the project described herein.

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

4.2 THE CONSULTANT STANDARDS OF PERFORMANCE

The Consultant shall perform the Work in a manner consistent with applicable professional and technical standards for consulting work of this nature, and shall ensure that the implementation of the Work is also performed in an applicable professional, technical, and workman-like manner. The Consultant shall revise any defect in the Work at no additional cost to the City.

No verbal agreement or conversation with any officer, representative, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify the terms or obligations herein contained. Any amendment to the Contract must be in writing, and must be executed by both parties to be valid.

4.3 THE OWNER STANDARDS OF PERFORMANCE

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

4.3.1 The Owner shall make available to the Consultant any required information and any additional information pertaining to the Work which the Owner has readily available and can supply without unreasonable effort.

4.3.2 The Owner shall promptly examine documents submitted by the Consultant and indicate needed corrections or changes, and otherwise render decisions pertaining thereto promptly, so as to avoid unreasonable delay in the progress of the Consultant's services and overall progress of the Work.

4.3.3 Should the Consultant advise the City in writing of the existence of causes over which Consultant has no control which may delay the Work, or which were not reasonably foreseeable, the Owner, for good cause, shall extend the time specified for completion of the Work.

4.3.4 If the Owner becomes aware of any fault, defect, or deficiency in the Work, it shall give prompt written notice thereof to the Consultant. If the Consultant fails to cure said fault, defect or deficiency within the time period set forth in the Owner's written notice, the Consultant will be considered to have materially breached this agreement.

4.4 COMPENSATION

4.4.1 Total Fees

Except for approved change orders or authorized additional services, the total compensation payable to the Consultant by the Owner for the services described in this agreement shall not exceed the agreed upon amount. Payment for change orders or additional services shall be made pursuant to the provisions of 4.4.2.2, or as otherwise agreed to in writing by the parties.

4.4.2 Method of Payment

These terms of payment cover payments to be made at the time of delivery of the project. Unless otherwise specifically indicated in these contract documents, the terms of payment will be NET, 30 days upon delivery and acceptance of the study or services. A five percent (5%) retainage will be withheld until final product is reviewed and accepted by the City.

Invoices shall be submitted to:

Lehi City
Attn: Accounts Payable
153 North 100 East
Lehi Utah, 84043

The Owner reserves the right to withhold or alter payment under the following circumstances:

4.4.2.1 Not-to-Exceed Fee for Services

Payment for services shall be made upon submission by Consultant of a detailed invoice for services performed and costs incurred. Each invoice shall set out in reasonable detail the tasks performed by the Consultant or Sub-Consultant, the date the task was completed, the name of the individual(s) who performed the work and the name of the work along with a statement of costs related to those tasks completed. The Owner shall make payment to Consultant for completed work, within thirty (30) days of receiving a statement, but not more frequently than monthly, and only upon written certification from the City Representative.

4.4.2.2 Change Orders and Additional Services

Change orders or additional services of the Consultant must be authorized in advance and in writing by the Owner. A summary showing estimated service and cost data for each change order or additional service request shall be submitted to the Owner for written approval prior to commencement of work on that change order or additional service. Any changes made without such prior agreement, if subsequently accepted in writing by the Owner, shall be deemed covered by the compensation provided for in Section 4.3 above. The Owner shall not be obligated to reimburse the Consultant for costs incurred in excess of the estimated cost unless the Owner and the Consultant have agreed in advance and in writing to a change in the Scope of Work due to a change order or request for additional services. Additional sets of documents and drawings shall be charged at actual cost of printing.

4.4.2.3 No Payment for Errors

No payment shall be made to the Consultant for labor involved in correcting errors or omissions attributable in any way to the Consultant or its agents, sub-consultants, and the like, including errors in oversight of the progress of the Work.

4.4.3 Payment Withheld

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect itself from loss on account of:

4.4.3.1 Defective study not remedied.

4.4.3.2 Claims filed or reasonable evidence indicating probable filing of claims.

4.4.3.3 Any other violation of or failure to comply with the provisions of this contract.

When the above grounds are removed, payment shall be made for amounts withheld because of them. Owner reserves the right, in case of Consultant default, to procure the services from other sources while holding the defaulting Consultant responsible for any excess costs occasioned thereby, as well as any other damages available at law or in equity.

4.4.4 Inspection/Audit

Any Consultant providing goods or services under any contract shall maintain accurate accounting records for all goods and services provided thereunder, and shall retain all such records for a period of at least three (3) years following termination of the Contract. Upon 48-hour notice and during normal business hours, the Owner, or any of its duly authorized representatives, shall have access to and the right to audit any records or other documents pertaining to the Contract. The Owner's audit rights shall extend throughout the term of the Contract and for a period of at least three (3) years thereafter. The Consultant also acknowledges that the State of Utah, the Comptroller of the United States, or any of their duly authorized representatives also have access to any books, documents, papers, and records of the Consultant, which are directly pertinent to the Work contemplated herein, for the purpose of making audits, examination, and transcriptions.

4.5 WARRANTIES BY CONSULTANT

Consultant represents and warrants to Owner that: it is properly qualified and licensed in the State of Utah for the Work contemplated in this agreement; it has the experience and ability to perform the services required by this agreement; that it will perform said services in a professional, competent, and timely manner; that it has the power to enter into and perform this agreement; and that its performance of this agreement shall not infringe upon or violate the rights of any third party or violate any federal, state, or municipal laws.

4.6 CITY REPRESENTATIVE

The City Representative shall assist in the administrative management of this agreement to ensure that the Work to be performed by Consultant is timely and adequately performed, and to provide for Owner

approval as may be required by this agreement or the nature of the Work. The City Representative shall assist in coordinating, monitoring, and evaluating the Work to completion.

Consultant understands and agrees that the City Representative shall have no control over the means, methods, techniques, or procedures employed by Consultant, it being clearly understood that the City is interested only in the results obtained under this agreement, with the manner and means of obtaining those results being under the sole control of Consultant.

4.7 PARTIES' REPRESENTATIVES

For purposes of notice required or desired by the Consultant, or communication involving the services under this agreement, such notice or communication shall be deemed to have been given when personally delivered, mailed (certified or otherwise, postage pre-paid), or sent by facsimile transmission to the parties at the following address:

Cameron Boyle
Administrative Services Department
153 North 100 East
Lehi, Utah 84043

In the final contract, an address shall be established for the Consultant so that the Owner may communicate as described above.

If either party sends notice by mail, receipt thereof shall be presumed on the third calendar day thereafter. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

4.8 RELATIONSHIP OF THE PARTIES

Consultant acknowledges that the services rendered under this agreement shall be solely as an independent consultant. Consultant shall not, nor is authorized to, enter into any contract or commitment on behalf of the Owner. In assuming and performing the obligations of any contract, Owner and Consultant shall each be acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, or employee of the other.

4.9 ASSIGNMENT

Any and all sub-consultants or sub-contracts shall be listed and approved by the Owner. Consultant shall not assign any portion of its obligations under the Contract without the prior written consent of Owner. Assignment or sub-consulting shall in no way relieve the Consultant of any of its obligations under this Contract.

4.10 DIRECTION OF WORK

4.10.1 Written Communiques

Consultant shall not make any alterations or variations in or additions to or omissions from the Work or terms of the Bid Solicitation, the Proposal, or this agreement without the prior written consent of the Owner. All Owner submittals, acceptances, rejections, or recommendations must be in writing and

Consultant shall not rely on any verbal communication. All Consultant materials shall be stamped "Draft" until approved by the Owner in writings as "Final."

4.10.2 Review

The Owner shall have the right to review all reports, maps, submittals, and other work product of Consultant and hereby retains the right to request Consultant to make reasonable modifications, which modifications shall be made without any additional cost to the Owner, unless otherwise agreed by the parties in writing. Upon request the Consultant should be able to summarize and concisely report pertinent information to Owner in a timely manner, throughout the duration of this contract resulting from this RFP.

4.10.3 Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement, which is not disposed of by agreement, shall be decided by mediation. The parties shall agree on a mediator and shall split the costs of mediation. Pending a resolution of the matter through mediation, the Consultant will proceed diligently with the performance of the agreement. If the parties cannot resolve the dispute through mediation, each party reserves the right to pursue any available remedy in law and equity.

4.11 APPLICABLE LAW; VENUE

The interpretation and construction of this agreement, and all matters relating hereto, shall be governed by the laws of the State of Utah applicable to agreements executed and to be performed solely within Utah. The parties hereby submit to the jurisdiction of, and waive any venue or jurisdiction objections against, the Fourth District Court of the State of Utah in any litigation arising out of this agreement.

4.12 TERMINATION, SUSPENSION OR ABANDONMENT

4.12.1 The Owner may terminate this agreement at any time upon seven (7) calendar days' written notice, in the event the services of the Consultant, in the sole judgment of the Owner, are unsatisfactory, because of the Consultant's failure to prosecute the work with diligence or within the time limit specified, or in the event that the Consultant, in the sole judgment of the Owner, has materially breached this Contract; provided, however, that after receiving the Owner's written notice, Consultant shall have five (5) working days in which to cure any such deficiency.

4.12.2 The Owner reserves the right, at its sole discretion, to suspend or abandon this Agreement at any time upon seven (7) calendar days written notice. In the event of termination, suspension or abandonment, without cause, the Owner shall pay the Consultant for services performed according to this agreement up to the time of such termination, suspension, or abandonment. The Consultant shall not be entitled to any additional compensation, award, or damages.

4.12.3 All work accomplished by the Consultant prior to the date of any termination, suspension, or abandonment shall be recorded, and tangible work documents shall be transferred to and become the sole property of the Owner. If the Owner has terminated the Project without cause, and then requests to resume the Project with the Consultant after more than three (3) months from the date of termination, the Consultant's compensation shall be subject to renegotiation.

4.13 GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT

Under the Government Records Access and Management Act, UTAH CODE ANN. § 63-2-101 *et seq.*, as amended ("GRAMA") all materials submitted by Consultant pursuant to this agreement may be subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. If the Consultant desires the Owner to prevent disclosure, the burden of claiming an exemption from disclosure shall rest solely with the Consultant. Any materials for which Consultant claims a privilege from disclosure shall be marked as "Confidential" and accompanied by a statement from Consultant explaining Consultant's claim of exemption from disclosure. The Owner will make reasonable efforts to notify Consultant of any requests made for disclosure of documents submitted under a claim of confidentiality. Consultant may, at its sole expense, take any appropriate actions to prevent disclosure of such material. Consultant specifically waives any claim against the Owner related to disclosure of any materials required by GRAMA.

4.14 CONFIDENTIALITY

Consultant agrees that, except as directed by the Owner, it will not at any time during or after the term of this agreement disclose any information or document provided by the Owner which the Owner has designated as confidential to any person whatsoever and that upon the termination of this agreement it will turn over to the Owner all documents, paper, and other matter, including copies thereof, in its possession or control designated confidential that relate to Owner. Consultant further agrees to bind its employees and sub-consultants to the terms and conditions of this agreement.

4.15 GOVERNMENTAL IMMUNITY

Nothing in this agreement shall adversely affect any immunity from suit, or any right, privilege, claim or defense, which the Owner or its employees, officers and directors may assert under state or federal law, including but not limited to The Governmental Immunity Act of Utah, Utah Code Ann. §§63-30d-101 *et seq.*, (the "Act"). All claims against the Owner or its employees, officers and directors are subject to the provisions of the Act, which Act controls all procedures and limitations in connection with any claim of liability.

4.16 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless Owner, and any subsidiary or affiliate of the Owner, and its past, present and future agents, representatives and employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that such claims, damages, losses, liabilities, liens, costs, citations, penalties, fines, or expenses are caused in whole or in part by any negligent, grossly negligent, reckless, or intentional act or omission by the Consultant, any sub-consultant, anyone directly or indirectly employed by the Consultant or any sub-consultant, or any party for whose acts the Consultant or Owner may be liable, regardless of whether liability is imposed upon such indemnified party. This indemnity obligation is intended to include, but is not limited to, the indemnification of Owner indemnified hereunder for damages apportioned to the Consultant, any sub-consultant, or any person or entity directly or indirectly employed by any of them or any person or entity for whose acts any of

them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the Owner. In any and all claims against the Owner, or any subsidiary or affiliate, or any of its past, present or future agents, representatives or employees by any employee of the Consultant, any sub-consultant, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or types of damages, compensations or benefits payable by or for the Consultant, or any sub-consultant, the worker's or workman's compensation acts, disability benefit acts or other employee-benefit acts.

To the fullest extent by law, the Consultant shall indemnify, defend and hold harmless the Owner and any subsidiary or affiliate, and its past, present and future agents, representatives and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, directly or indirectly arising out of or based in whole or in part upon:

- A. The Consultant's breach of any covenant or warranty of the Agreement.
- B. Any damage or loss to any property caused in whole or in part by the Consultant any sub-consultant, or anyone directly or indirectly employed by any of them, or by any person or entity for whose acts any of them may be liable, except damages or loss attributable solely to acts or omissions of the Owner or its agents or employees and not attributable to the fault or negligence of the Consultant.
- C. The Consultant's failure to comply with any applicable law, regulation, rule, or ordinance.
- D. The indemnity obligations of this section are in addition to the indemnity obligation of the Consultant under the indemnification section.

4.17 FORCE MAJEURE

Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, acts of any governmental entity having jurisdiction over the parties and/or the subject matter of this agreement (other than those governmental entities named as parties or beneficiaries to this agreement), or other events beyond the reasonable control of the other or the other's employees and agents. In the event either party claims that performance of its obligation is prevented or delayed by such cause, that party shall promptly notify the other party of that fact and the circumstances preventing or delaying performance. In the event the Consultant notifies the Owner of a force majeure event, and if said event prevents the Consultant from performing its obligations under this agreement for more than thirty (30) days, the Owner may unilaterally cancel this agreement without any further obligation owed to the Consultant.

4.18 EQUAL EMPLOYMENT OPPORTUNITY POLICY

No Consultant of goods and/or services under this RFP or any contract shall discriminate against any employee, applicant for employment, or recipient of services on the basis of race, religion, color, sex, age, disability, or national origin.

4.19 TAXES – CONSULTANT’S RESPONSIBILITY

Consultant shall be responsible for and pay all taxes which may be levied or incurred against the Consultant in connection with the performance of any services under a Contract, including, but not limited to, taxes levied or incurred against Consultant's income, inventory, property, sales, or other taxes.

4.20 TAXES - OWNER IS EXEMPT

The Owner is exempt from the payment of any federal excise or any Utah sales tax (State of Utah Sales Tax Exemption number: Q41296). Exemption certification information appears on all purchase orders issued by Owner and such taxes will not apply to Owner unless otherwise noted. The price must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, Consultant may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by Owner.

4.21 ROYALTIES AND PATENTS

The Consultant shall pay all applicable royalties and license fees. Consultant shall also defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

4.22 SEVERABILITY; WAIVER

In the event any provision of this agreement shall be held to be invalid and unenforceable, the remaining provision shall remain valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach of the same by the other party.

4.23 ACCEPTANCE OF SERVICES RENDERED

Owner, through its designated agents and representatives, will be the sole determining judge of whether services rendered under the Contract satisfy the requirements as identified in the Contract.

4.24 FAILURE TO MEET DEADLINE

Unless otherwise noted by Owner, time is of the essence in the performance of all of the provisions of this Agreement. In the event the Consultant fails to meet any deadline contemplated by this Agreement, the Consultant shall pay the Owner a penalty of one-hundred dollars (\$100) per day for each day said deadline is unsatisfied. The Owner may deduct said \$100 per-day penalty from any amounts owed by the Owner to the Consultant. The penalty **provisions of this Section 4.24** shall be in addition to any other remedies, damages, and the like available at law or in equity.

4.25 ENTIRE AGREEMENT; AMENDMENTS

This agreement, including any exhibits referenced herein, the Request for Proposal, and the Proposal represent the entire and integrated agreement between the Owner and the Consultant, and supersedes all prior negotiations, representations, and agreements, whether written or oral, regarding the subject matter contemplated by this agreement. This agreement may be amended only by written instrument duly executed by all parties.

4.26 FURTHER AGREEMENTS

In addition to a proposal, Owner may from time to time require Consultant to execute certain additional documents or agreements, including without limitation a Contract, for the purpose of clarifying the intention of the parties with respect to providing the goods or services hereunder.

SECTION 5: PRICING AND SIGNATURE

The Consultant shall provide all services as described in the Scope of Work above and as necessary to complete the work shown in the attached documents. The total “not-to-exceed” cost for consulting services as referenced above is: \$_____

The detailed cost for each task is:

Task	Description	Total Hours	Total Cost
Task 1	Inventory/Evaluation		
Task 2	Definition/Classifications		
Task 3	Community Participation		
Task 4	Needs Assessment/Analysis		
Task 5	Trail System Analysis		
Task 6	Operation and Management Plan		
Task 7	Park Acquisition, Construction, Maintenance Cost		
Task 8	Goals, Objectives, Policy Development		
Task 9	Plan Adoption		
	Other (Describe)		

The Owner reserves the right to reject any and all bids and to waive any formality in the bids received, to accept or reject any or all of the items in the bid, and award the contract in whole or in part, if it is deemed in the Owner’s best interest. The Owner reserves the right to negotiate any and all elements of the bids, if any such action is deemed in the best interest of the Owner.

SIGNATURE OF CONSULTANT

By _____

Title _____

Address _____

Email _____

Date _____