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**NOTICE**

**Request for Proposal (RFP)**

**COMPREHENSIVE DEVELOPMENT CODE UPDATE**

Riverdale, Utah

**PROPOSALS DUE:** By 5:00 p.m. - **Monday, May 19, 2025**

**PROJECT NAME:** Comprehensive Development Code Update

**RFP AVAILABLE:** **April 28, 2025**

**PROJECT LOCATION:** Riverdale, Utah

**PROJECT DESCRIPTION (brief):** Riverdale City (the “City”) is seeking Request for Proposals (RFP) from qualified land use, planning and zoning consultants in order to:

1. Complete a comprehensive update of the City’s Zoning Code (Title 10)
2. Review various documents to determine if and how they might be incorporated in the Zoning Code
3. Update the General Plan and Zoning Map to complement the new Zoning Code text
4. Move the Zoning Code rewrite through the public process

**PROJECT TERM:** Anticipated timeline of 8-10 months

**OWNER:** Riverdale City Municipal Corporation  
4600 So. Weber River Drive  
Riverdale, Utah 84405

**CONTACT:** Brandon Cooper, Community Development Director  
[bcooper@riverdalecity.com](mailto:bcooper@riverdalecity.com)  
801.399.5541

All questions shall be submitted in writing no later than **5:00 p.m., MST, Monday, May 12, 2025.**

**Riverdale City reserves the right to reject any or all proposals received for any reason.**

**Proposals should be dropped off to the City Recorder, located at 4600 So. Weber River Drive, Riverdale, Utah 84405.**

Riverdale City, Utah (the “**City**”) is seeking Request for Proposals (RFP) from land use, planning and zoning consultants in order to:

1. Complete a comprehensive update of the City’s Zoning Code (Title 10)
2. Review various documents to determine if and how they might be incorporated in the Zoning Code
3. Update the General Plan and Zoning Map to complement the new Zoning Code text
4. Move the Zoning Code rewrite through the public process

Riverdale City is a small community in Weber County of just over 9,300 residents. The City is approximately 4.4 square miles and is conveniently located between the I-15 and I-84 freeways. Riverdale has a broad range of uses, with a regional commercial corridor running through the middle of the City along Riverdale Road. The most recent updates to the General Plan happened in 2019, to include the state-mandated Moderate Income Housing elements, and in 2023 with a comprehensive update. Recent amendments to the development code happened in 2024 to reflect changes in the mandated subdivision regulations.

The City seeks a qualified firm to deliver high-quality professional services to support its need for a comprehensive zoning and development code update to accommodate changes in recent state law and to support changes in the growth and development trajectory of the City. The ideal applicant will be an expert in land use planning and will have demonstrated experience with comprehensive zoning and development code revisions and consolidating policy implementation measures into a new, complete zoning code text.

## **I. SCOPE OF SERVICES**

The City is seeking proposals for a comprehensive update and rewrite of Title 10 – Zoning and Subdivision Regulations (**Zoning Code**) of the Riverdale City Municipal Code. The following items, along with others that may be identified through the process, need to be considered as part of the update and rewrite:

1. Consider how the final document might be better laid out and formatted. The online code vendor used by the City is CivicPlus
2. Incorporate the generous use of illustrations and pictures, as applicable, to help make concepts more understandable
3. Working with staff, stakeholders, elected officials and the public, implement modern and emerging approaches to zoning where appropriate, such as form-based codes or hybrids of such
4. Consider how existing development agreements might be incorporated into the corresponding zoning districts for which they were developed
5. Identify opportunities for consolidating zoning districts or adding additional zoning districts

6. Include definitions in the Zoning Code for every land use that is referenced in the rewrite and for every current land use that does not currently have a definition
7. View the work of land planning and subsequent zoning through a lens of economic development and sound, sustainable financial initiatives necessary for a city to provide high quality services to its residents
8. Update the Zoning Code to reflect current the Land Use Development and Management Act (**LUDMA**) of the Utah State Code, along with other pertinent statutes of the State Code
9. Ensure that the list of outstanding Zoning Code updates from the administration, City Council and Planning Commission have been addressed
10. Seek to eliminate, or develop specific standards for, Conditional Uses – as appropriate
11. Review and amend Subdivision Regulations for consistency with LUDMA.
12. Update the General Plan and current Zoning Map to reflect the updated text portion of the Zoning Code
13. Assist in coordinating public outreach and responses to public comment
14. Attendance at Riverdale City Planning Commission, City Council, and project coordination meetings is expected when requested

## **II. PROJECT PHASING**

Four phases of the project are anticipated, but can be amended upon successful negotiation with selected firm :

### **Phase I - Assessment/Evaluation, Information Gathering: 1-2 months**

- Review the current code and amendments that have taken place since its original adoption
- Review the current Zoning Code (text and map) to determine inconsistencies with the adopted General Plan
- Work with Staff members to identify needed changes to determine necessary changes of the Zoning Code
- Hold public outreach to obtain comments from the public

### **Phase II – Prepare a new Draft Zoning Code (text and map): 4 months**

### **Phase II – Public Process Review: 3 months**

- Hold public work sessions with the Planning Commission to work towards refining the Draft Zoning Code (map and text)
- Hold meetings with Staff in between the public work sessions to identify concerns and clarifications
- Prepare updates to Draft Zoning Code (map and text) for Planning Commission review and action
- Take the updated final Draft Zoning Code (map and text), approved by the Planning Commission, to the City Council for review and action

**Phase IV – Implementation: 1 month**

- Upon adoption of the updated Zoning Code, assist Planning Staff with implementation
- Update applications, as needed (e.g., conditional use permits, site plan review permits, code amendment applications, and other zoning related permits)
- Assist with reviewing permits, answering questions regarding policies or procedures

In addition to the anticipated phases described above, the City also anticipates the selected firm to continue, at a reduced capacity, for up to one (1) year after initial implementation to be available to clarify and assist with adopted Zoning Code, on an as-needed basis.

**III. CONTENT OF PROPOSAL**

Proposing firms must meet the following minimum qualifications:

- Registered professional land planning, architectural, or engineering firm in the State of Utah
- Demonstrated expertise in the areas outlined in the Scope of Services
- Proven track record of working with municipal governments
- Adequate staffing and resources to meet project timelines and deliverables
- Professional liability insurance as required by the City

Proposals shall be limited to twenty (20) pages and will be evaluated on the criteria listed below:

1. **Cover Letter** - This letter should be on the company letterhead and addressed to the City with a statement of the Proposer’s basic understanding of the City’s needs. The names, the business address and telephone numbers of Proposer’s firm’s officers, directors, and associates along with the names and addresses of any parent or subsidiary of Proposer’s company. Information should describe the nature of the work and the line of authority of these individuals as they relate to this RFP. Clearly state which services within the scope Proposer’s firm will provide and which services will be subcontracted (if any). Include the name, office address, email, and telephone number of the Proposer’s primary point of contact. As appropriate, also include the names and qualifications of Subcontractors and/or associates that will assist on this project. Also required is a conflict of interest statement or disclosure and the signature of the authorized company officer.
2. **Statement of Project Understanding/Executive Summary:** Describe Proposer’s understanding of the Scope of Services and describe Proposer’s approach in providing

services. Proposer should highlight any special skills offered and provide information on any specific software programs/technology-based applications that are used to perform the Scope of Work.

3. **Project Team, Key Personnel and Resumes:** Provide an organization chart showing the names and responsibilities of key personnel and subconsultants. Provide resumes of all key personnel identified in the organization chart. Be sure to note which of the Proposer's staff will provide which services to the City.
4. **Company Qualifications:** Provide qualifications of Proposer's firm, emphasizing similar services provided and local experience. Please provide information on any work being done in the County/State and if there is the possibility of conflicts of interest.
5. **References:** Provide a minimum of five (5) references for similar work done, or being done, for clients. Other municipalities, Counties, state entities, or interlocal agencies are preferred.
6. **Litigation:** Provide a list of any pending or previous litigation over the past five (5) years related to Proposer's firm's work, and the outcome of any closed claims or cases.
7. **Professional Services Agreement** - A Professional Services Agreement ("Agreement") will be required from the selected consultant after their proposal is accepted. The Agreement will come forth for review and negotiation after the selection process has proceeded. Execution of a mutually acceptable Professional Services Agreement will be required prior to final selection or performing services. A draft Agreement is shown in Exhibit A.
8. **Proof of insurance:** Proposers must submit a letter from their insurance provider stating the provider's commitment to insure the Proposer, if awarded an agreement, for the types of coverage and at the limits as specified after selection, as shown in Exhibit B. Upon selection, a Proposer must submit a copy of their current certificate of insurance (COI). The COI must include the required coverage and minimum limits as required by the City, as shown in Exhibit B.
9. **Addenda Acknowledgement:** If any Addenda is issued by the City, Proposers shall include an acknowledgement of receiving such Addenda and their agreement with the terms and conditions stated in such Addenda. If no Addenda is issued, Proposers shall state so in this section.

### III. FEE PROPOSAL

In a separate envelope, provide a compensation schedule for the services of each Phase to be provided ("**Fee Proposal**"). Discuss any fee escalators. Include any markups for reimbursable items, such as printing costs, mailing, material procurement, etc.

The Fee Proposal should be provided in a sealed envelope and marked on the outside of the envelope "*Fee Proposal Submission*".

Please note that the City intends to select Proposers for interviews based on qualifications and will open a Proposer's Fee Proposal if the Proposer is selected to be interviewed by the City. All other Fee Proposals will not be considered.

#### IV. REVIEW AND SELECTION PROCESS

**The Proposal must be sealed and received by the City no later than 5:00 p.m. on May 19, 2025.** Proposals received after the time and date specified above will not be considered. Please provide three (3) printed copies of the Proposal and one (1) digital copy.

The City may, at its sole discretion, invite Proposers to participate in an Oral Presentation/Interview in May 2025. During the interview, Proposers will be required to have staff present that will participate in the Scope of Work. The City reserves the right to select the Proposals and only interview those proposers that, in their sole discretion, meet the needs of the City. The specific time of interviews will be determined based on the number of Proposals received.

All Proposals received shall be evaluated with the emphasis placed on:

1. *Proposal Content and Format* (5%)
  - a. Proposal formatted per Response Content requirements of RFP
2. *Consultant Experience* (40%)
  - a. Qualifications and relevant experience of consultant and subconsultant personnel
3. *References* (10%)
4. *Consultant's Capabilities* (40%).
  - a. Demonstrated capability on similar or related projects
  - b. Methods to be used in the performance of scope of work
  - c. Approach to maintaining quality of work and cost control
  - d. Commitment to availability of personnel assigned to the City
  - e. Demonstrated ability to meet project requirements and deadlines
5. *Consultant's Fees* (5%)

Unsigned Proposals or Proposals signed by an individual not authorized to bind the prospective Proposer shall be rejected. The City reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to *UCA §63G-2-309*, as amended. Terms of the received Proposals are valid for 60 days after the RFP **closing date of May 19, 2025**. The award of contract is subject to approval by City Council.

Any Agreement awarded because of this RFP shall be awarded without discrimination based on race, color, religion, age, sex, or national origin. Riverdale City reserves the right to award more than one Proposer or reject all Proposals. A selection committee comprised of City staff will review all submitted RFPs.

## **V. GENERAL TERMS AND CONDITIONS**

**1. Agreement Requirement:** Any Agreement(s) resulting from this RFP will be awarded to a firm whose Proposal meets the technical requirements of the RFP and is best able to perform the required consultant services in the discretion of the City. The Proposer(s) to whom the Agreement is awarded shall execute a written Agreement with the City in short order, preferably within ten (10) calendar days after notice of the award has been sent to the Proposer at the address given in the Proposal. The Agreement shall be made in the form approved by the City and incorporated in this RFP as Exhibit A. Any exceptions, concerns, or requests to modify the Agreement must be provided in writing and submitted with the Proposer's Proposal. The Proposer warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, and materials to carry out and complete the work hereunder in compliance with all applicable federal, state, county, and City laws, ordinances, statutes, and regulations.

**2. Communications Regarding RFP:** If a Proposer is in doubt as to the meaning or intent of any part of the RFP, or discovers discrepancies in or omissions from the RFP, it may submit a written request for an interpretation or correction thereof to the City Records Office, Attn. Michelle Marigoni, [mmarigoni@riverdalecity.com](mailto:mmarigoni@riverdalecity.com). Interpretation or correction of the RFP shall be made only by addendum duly issued by the City. A copy of any such addendum shall be published on the City website at [www.riverdalecity.com](http://www.riverdalecity.com), and such addendum shall be considered a part of the RFP and shall be incorporated therein. All timely requests for information submitted in writing by **May 12, 2025, at 5:00 p.m.**, shall receive a written response from the City. Telephone communication with members of City staff are not encouraged. Any such oral communication shall not be binding on the City.

**3. Modification or Withdrawal of Submittals:** Any Proposal received prior to the date and time specified for receipt of Proposals may be withdrawn or modified by written request of the prospective Proposer. To be considered, however, the modified Proposal must be received by the time and date originally specified.

**4. Proposal Ownership:** Proposals received within the prescribed deadline become the property of the City and all rights to the contents therein become those of the City.

**5. Non-Commitment of City:** This RFP does not commit the City to award an agreement, to interview any firm, to pay any costs incurred in the preparation of a proposal responding to this request, or to procure or contract for services. The City reserves the right to accept or reject any or all Proposals received because of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety the RFP, if it is in the best interest of the City to do so.

**6. Subcontractor Approval:** Unless prior written consent from the City is obtained, only those Subcontractors whose names appear in Proposer's Proposal shall be used in the performance of this Agreement.

7. **Addenda:** The City may, from time to time, issue Addenda to the RFP. Proposers are responsible for ensuring that they have received all Addenda. Each Proposer is responsible for verifying that it has received all Addenda issued, if any. Proposers must acknowledge receipt of all Addenda, if any, in their Proposals. Failure to acknowledge receipt of all Addenda may cause a Proposal to be deemed incomplete and non-responsive.

**ADVERTISEMENT PUBLISHED LOCATION AND DATE(S):**

**Posted:** Starting April 28, 2025, with the advertisement notices running continuously until the bid opening.

**Notice Location:**

Riverdale City Web Site  
Utah Public Notice Website  
Riverdale City Civic Center  
Utah Public Procurement Place (U3P)

By: \_\_\_\_\_  
Michelle Marigoni, City Recorder



**Exhibit A**

Draft Professional Services Agreement

## Exhibit B

### Insurance Requirements

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this agreement. The cost of such insurance shall be paid by the Consultant. The amount of insurance shall not be less than:

- i) Commercial General Liability: Minimum of \$2,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent Consultant's liability (if applicable) written on an occurrence form.
- ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
- iii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$500,000 per accident.
- iv) Professional Liability: Minimum of \$1,000,000 aggregate with \$500,000 per claim.

Each insurance policy required by this Agreement shall contain the following provisions which provide that:

- i) The insurance shall not be canceled by the insurance company except after thirty days prior written notice (or ten days written notice for non-payment of premium) has been given to the City).
- ii) Any insurance or self-insurance maintained by Riverdale City or the Riverdale City Redevelopment Agency, its elected or appointed officials, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with insurance provided by this policy. This shall not apply to Professional Liability or Workers Compensation.

Each insurance policy required by this Agreement, excepting policies for Workers' Compensation and Professional Liability shall provide that:

- i) The City, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with the City.

Insurance is to be placed with insurers acceptable to and approved by the City. Consultant's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by the City. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.

The City shall be furnished with certificates of insurance and endorsements affecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work begins within the Scope Area.

The City reserves the right to require complete copies of all required insurance policies at any time.

Consultant shall require all of its sub-consultants to maintain similar policies and shall furnish separate certificates and endorsements for each sub-consultant. All coverages for Consultant's sub-consultants shall be subject to all of the requirements stated herein.

The limits of insurance required herein shall be construed as limiting the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from the activities of Consultant or its agents, employees, invitees or sub-consultants during the duration of this Agreement.

