Request for Proposals

HIGHLAND DRIVE PEDESTRIAN TRAIL – PHASE 3

Introduction: The City of Cottonwood Heights, Utah ("City") is seeking to establish a safe, accessible, and aesthetically pleasing pedestrian trail along Highland Drive ("Highland Drive Pedestrian Trail"). To this end, the City invites proposals from qualified entities to provide comprehensive services in support of the Project.

The City intends to enter into a contract with a consultant ("Consultant") that demonstrates the expertise, experience, and resources necessary to undertake the Project in a thorough, professional, and resource-efficient manner. The Consultant selected will be chosen based on the strength of the proposal, as well as the City's assessment of the bidder's capability to complement and enhance the City's goals for the Highland Drive Pedestrian Trail. The City will review all proposals and may select a successful proposer based on its relevant experience and cost proposal. The City reserves the right to accept or reject any or all proposals.

Project Scope: Project Scope includes a design of an 8-10-foot-wide trail from 7025 South (just north of Fort Union Blvd) to I-215 along the west side of Highland Drive. This proposed section of trail is Phase 3 of a larger planned trail system along Highland Drive and the surrounding area. See attached map for more location details. This project is identified as Phase 3 on the attached map. All pedestrian accommodations shall adhere to current ADA standards.

Phase 1 & 2 of the trail runs along the east side of Highland Drive, from Bengal Blvd to Fort Union Blvd. The proposed trail is planned to cross Highland Drive, from east to west, at the Fort Union Blvd intersection.

This project also involves a redesign of the offset intersection at La Cresta Drive and Highland Frontage/Highland Drive to resolve existing vehicular conflicts and provide safe trail access. The current layout creates safety concerns due to the close proximity of the two intersections. The chosen design team will be responsible for developing alternative configurations that improve safety for both vehicles and pedestrians while maintaining access to nearby residential and commercial areas.

The required scope of services for this Project include:

- Conducting a topographic and base map survey of Highland Drive Area for design and ROW analysis
- Develop a 30% engineering design plan for proposed 8–10-foot asphalt trail
- Develop a 30% Construction Budget

- Identifying impacts to private property and preparing legal descriptions for required right-of-way acquisition
- Developing 3 alternatives for a revised intersection design at La Cresta Drive & Highland Drive & Frontage Road, develop a 30% design of the selected alternative.
- Develop plan for trail crossing at Fort Union Blvd/Highland Drive Intersection
- Landscape Plan to improve the existing streetscape along the trail, separating Highland Drive and Highland Drive Frontage
- Performing subsurface utility location services (SUE - Quality Level C)
- Develop an estimated construction schedule
- Documenting quality control (QC) processes

Together with all ancillary and additional services as may reasonably be required to accomplish the desired result in a competent, comprehensive and finished manner. Such work and services are collectively referred to herein as the *"Project."*

Proposal Content. Each of the following items shall be specifically addressed in the respondent's proposal or a reason should be given for its omission:

- *Cover Letter & Contact Information* – A cover letter expressing applicant's interest in this project and identifying the principal individuals and firms that will provide consulting services. Provide contact information for primary contact, including respondent's name, address, phone number, and email address. Proposals should be signed by the authorized, primary contact or company head.

- *General Approach & Methodology* - Provide a comprehensive description of the proposed approach to the project, including the guiding philosophy and how it aligns with the specific needs and context of Cottonwood Heights. Explain in detail the applicant's capacity to fulfill the proposed Scope of Services, highlighting relevant strategies, methods, and anticipated outcomes.

- *Qualifications and Relevant Experience* – Provide relevant qualifications and examples of similar work completed by the respondent in the last 5 years. Provide references, including contact information, project descriptions, and results or outcomes achieved.

- *Proposed Costs* – Detailed breakdown of proposed costs for each phase or component of the project, itemized by category.

- *Proposed Project Schedule* – Timeline for each project phase, including key milestones and deliverable dates.

Contact Information: All questions relative to the project shall be submitted via email to Adam Ginsberg at aginsberg@ch.utah.gov

Submittal Requirements: All responses must be submitted in a sealed envelope, clearly labeled with the project title and the name of the submitting firm. Submissions should not exceed twelve pages in length. Two copies of the response are required and must be delivered no later than **12:00 p.m. on Friday, December 13, 2024**.

Please note that there will be no public bid opening for this project. Responses should be dropped off at Cottonwood Heights City Hall, addressed to:

City of Cottonwood Heights
Attn: City Recorder
2277 East Bengal Boulevard Cottonwood Heights, UT 84121

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

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

Miscellaneous. This Request and any resulting contract with the selected proposer shall be interpreted, construed, and given effect according to the laws of the State of Utah and all applicable ordinances of the City. No contract with the selected proposer may be assigned by the proposer, in whole or in part, without the City's prior written consent.

Attachments.

- Proposed Highland Drive Phase 3 Design and ROW Study Map
- Insurance Requirements for Parties Contracting with the city of Cottonwood Heights

Insurance Requirements for Parties Contracting with the city of Cottonwood Heights

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

A. MINIMUM LIMITS OF INSURANCE.

The contracting party shall maintain limits no less than:

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

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

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

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

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

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

C. NOTICE OF INCIDENT OR ACCIDENT.

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

D. OTHER INSURANCE PROVISIONS.

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

1. *General Liability and Automobile Liability Coverages*.

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

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

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

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

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

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

3. *All Coverages*.

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

E. ACCEPTABILITY OF INSURERS.

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

F. VERIFICATION OF COVERAGE.

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

G. SUBCONTRACTORS.

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

Highland Drive Trail Proposed Phase 3 Design & ROW Study

Cottonwood Heights
2277 E Bengal Boulevard
Cottonwood Heights, UT 84121
801-944-7000

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Sources: Utah State AGRC
Cottonwood Heights
Salt Lake County

Cottonwood Heights
City between the canyons