JORDAN VALLEY WATER CONSERVANCY DISTRICT

REQUEST FOR STATEMENTS OF QUALIFICATIONS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE

ASSET MANAGEMENT PROGRAM ENHANCEMENT SERVICES

Project #4364

July 2024

Summary

Jordan Valley Water Conservancy District (JVWCD/District) invites you to submit a Statement of Qualifications (SOQ) as defined in this request. SOQs shall be submitted in a sealed envelope to JVWCD's project manager, John Kahle, at 8215 South 1300 West, West Jordan, Utah 84088, no later than **3:00 p.m. on August 20, 2024,** for consideration.

Introduction

JVWCD was created under the Water Conservancy Act as a political subdivision of the State of Utah. JVWCD was organized as a regional water supply agency to develop a water supply for rapidly growing areas outside of the Salt Lake City service area. JVWCD serves as a wholesale supplier to 17 member agencies and operates a retail distribution system in several parts of Salt Lake County. JVWCD delivers approximately 120,000 acre-feet per year of municipal and industrial water to its wholesale and retail customers.

JVWCD currently has over 351 miles of pipe in the ground ranging from 4"-90." JVWCD has 3 Water Treatment plants with a total rated capacity of 207 MGD. Finished water is stored in 33 reservoirs across Salt Lake County ranging from 1 MG to 33 MG. JVWCD also operates and maintains 13 booster pump stations, 45 groundwater wells, 1,172 vaults, 1,493 hydrants, 149 facility sites, & 5 equipment storage facilities.

Project Background and Objectives

The asset management program enhancement support services requested for this project will facilitate the development of JVWCD's strategic asset management plan (SAMP), the development of a Southeast Regional Water Treatment Plant (SERWTP) Facility Plan (following the SAMP guidance to serve as an example facility plan), and an evaluation of JVWCD's asset data related information systems.

JVWCD has a long history of achieving established level of service goals through mission-oriented service to our community and careful management of its assets. Over time, this approach has translated into a culture of pride in the function and appearance of its facilities and equipment; however, the approach has never been formalized into a

comprehensive asset management plan. As more of JVWCD's facilities and equipment approach their useful life, District staff have become aware of gaps in the current approaches. Moreover, as District staff retire it is becoming increasingly important to have thorough documentation of current approaches and procedures so that new staff can maintain level of service goals.

JVWCD desires to develop a SAMP to document current asset management practices, identify gaps in those practices, and develop an improvement plan to fill those gaps with industry-proven strategies. The plan should include operational-level procedures, processes, goals, and decision rules the District can utilize to best evaluate, document, budget, maintain, rehabilitate, and replace existing and new assets.

The SAMP should define the outline and methodology for developing specific facility plans. A facility plan will establish the asset management approach at a tactical level for a specific facility and include all of the asset classes for that facility. In addition to the renewal and replacement needs guided by the SAMP, a facility plan will also consider the growth, regulatory, and optimization needs to identify the improvement projects needed at a facility over time through comprehensive analysis. Once the SAMP is completed, the District desires to develop its SERWTP Facility Plan to serve as an example that the other facility plans can follow as a template.

District staff are currently performing a comprehensive review and clean-up of its asset registry. This effort has revealed challenges with its current computerized maintenance management system (CMMS) and generated questions about whether modifications to other systems containing asset data are needed. The data registry cleanup effort is intended to be completed simultaneously with the development of the SAMP. Once the SAMP is completed the District also desires to evaluate if it has the appropriate information systems in place, including but not limited to its current CMMS, to implement the SAMP in the most efficient and effective manner.

Scope of Work / Specific Project information

JVWCD is procuring the asset management program enhancement services summarized in the three phases described below.

Phase 1 – Develop JVWCD's SAMP
The strategies and priorities that will be defined in the District's SAMP should assist the District in providing more efficient and effective management of its assets to better meet the District's mission in a more predictive and cost-effective manner. They should also help facilitate stronger collaboration between departments and functions within the District and allow clearer and more timely organizational decision-making plans as the District

moves forward with implementing its strategic planning infrastructure strategy and performance objectives. This will be accomplished in the following five tasks.

Task 1 – Set the Asset Management Vision and Strategies
The consultant will work with applicable District staff members to define key asset management concepts and the overall vision, objectives, goals, needs, and priorities for the District's asset management program. The consultant will use these definitions in an initial assessment of the current state of assets, related data information systems/software, processes, and programs.

Based on the vision and objectives, Consultant will work with District staff to define:

- Level of service goals (LOS) for each level of its asset hierarchy and a performance measurement plan
- Asset data management practices
- Risk and condition assessment and management strategies
- Lifecycle strategies including acquisition, operations, maintenance, renewal and replacement, and disposal
- Funding strategies

Task 1 Deliverable:

- Draft Asset Management Charter TM (TM1) documenting the results of the task.

Task 2 – Gap Analysis and Prioritization of Improvement Ideas
Issues with maintaining and documenting assets such as lifecycles and replacement, condition assessment, and determining consequence and likelihood of failure will be assessed and the consultant will identify gaps in asset management processes, plans, information systems, and operational activities. The consultant and staff will then identify and prioritize critical areas of focus and begin developing a roadmap for how the District can better manage its assets and operate in a more predictive way to achieve the District's strategic objectives following the strategies defined in Phase 1.

Task 2 Deliverable:

- Draft Asset Management Gap Analysis TM (TM2) including a roadmap to address gaps

Task 3 – Written Asset Management Plan
JVWCD will provide written review comments on the Draft Asset Management Charter TM and Draft Asset Management Gap Analysis TM. The consultant will

prepare a Draft SAMP that incorporates the contents of TM1 and TM2 with JVWCD comments. The written plan should document the asset management strategy and link to the information system reports that reflect the current and ongoing state of asset management activities across all asset types in the key component areas. The SAMP should provide an Implementation Plan that describes and lists the prioritized asset management improvement activities, with time-phased schedules and costs/fees, that have been prioritized across the key component areas.

Task 3 Deliverable:

- Draft SAMP (The proposed table of contents for the SAMP is provided in Appendix A. Suggested revisions to the tables of contents should be included in the candidate firm's SOQ as an appendix.)

Task 4 – Define Asset Management Enablers

The consultant will collaborate with staff to define the most effective asset management enablers that are critical to sustaining the success of the District's asset management programs. Enablers include the most effective information technology architecture and systems, workforce planning and responsibility levels, training, and skills retention, defined performance management standards that can help identify performance issues, including KPIs and operational benchmarking metrics, etc. The consultant will provide a Draft Asset Management Adoption Plan TM (TM3) for review and comment by District staff. The consultant will incorporate District comments to finalize TM3.

Task 4 Deliverables:

- Draft Asset Management Adoption Plan TM (TM3)
- Final Asset Management Adoption Plan TM (TM3)

Task 5 – Roll-out and Implementation

Following the adoption plan described in TM3, the Consultant will work with District staff to help facilitate implementation and training workshops with applicable staff and discuss ongoing processes to keep the SAMP active and effective. This may include technical support for data management, communication strategies, and/or facilitating workshops to aid in the training of staff during initial implementation. The consultant will use the lessons learned from the first 6 months of adoption efforts and JVWCD comments on the Draft SAMP to finalize the SAMP.

Task 5 Deliverables:

- Training materials
- Communications materials

- 200 hrs of roll-out and implementation support
- Final SAMP

Phase 2 – Evaluate JVWCD's asset data-related information systems

The consultant will use the SAMP in interviews with District staff to develop system requirements for the information systems needed to support JVWCD's asset management program. The system requirements will be used to identify gaps or inadequacies in the District's current information systems and data architecture. One of those systems is the CMMS, for which the Consultant will perform an in-depth evaluation to compare the ability of the District's current CMMS to meet the system requirements against three other leading CMMS platforms. Consultant shall summarize the recommendations of these evaluations in a Draft TM (TM4) which will be reviewed by District staff. The TM should include the recommended information systems and data architecture, the CMMS functional requirements list, and a summary of the CMMS alternatives evaluation. After a series of workshops to gather District feedback on the evaluations and recommendations, the Consultant shall finalize the TM4.

Phase 2 Deliverables:

- Draft Information System Evaluations TM (TM4)
- Information System Evaluations Workshops
- Final Information System Evaluations TM (TM4)

Phase 3 – Develop JVWCD's SERWTP Facility Plan

The consultant will work with District staff to develop a facility plan for all SERWTP assets. The facility plan should be developed following the guidance defined in the SAMP. The proposed table of contents for the facility plan is included in Appendix B. Suggested revisions to the tables of contents should be included in the candidate firm's SOQ as an appendix. It is anticipated that developing the SERWTP Facility Plan will include the following efforts:

1. Shadowing District staff to perform and document missing condition assessments.
2. Summary of facility requirements that must be met over time, including:
    a. Flow requirements from the Demand, Supply, and Major Conveyance Study.
    b. Compliance requirements based on current/pending state and federal regulations.
    c. Renewal and replacement requirements following the SAMP guidelines.
3. Analysis and prioritization of optimization opportunities.

4. High-level alternatives analysis to identify improvement projects that satisfy requirements and capitalize on optimization opportunities.
5. Summary of operations and maintenance (O&M) practices and needs for existing facilities and new projects.

The consultant will provide a Draft SERWTP Facility Plan for review and comment by District Staff. Consultant shall incorporate District comments to finalize the SERWTP Facility Plan. The consultant will also develop a template Word document file from the finalized plan for JVWCD staff to use in the development of future facility plans.

Phase 3 Deliverables:

- Draft SERWTP Facility Plan
- Final SERWTP Facility Plan
- Facility Plan Template File (in Word file format)

Preliminary Schedule

Award of Consulting Contract: on or after Wednesday, September 11, 2024

Contract Preparation:	30 calendar days
Project Milestones:	
Phase 1 (Tasks 1 – 4)	365 calendar days
Phase 1 – Task 5 and Phase 2	180 calendar days from Phase 1 completion
Phase 3	365 calendar days from Phase 1 completion

Statement of Qualification Evaluation

SOQs shall not exceed ten (10) pages in length (excluding resumes, sample reports/documents, and references). Provide five (5) hard copies and one digital copy of the SOQ for review by the evaluation committee.

The SOQ should include the following information:

- Qualifications: Identify the key members of the team listed by name including role and availability to the project in the format of a Project Team Chart. Indicate the education, experience, expertise, and location of each team member (it is acceptable to provide this in resume format in the appendix). Sample reports from applicable previous projects may be included in the appendix. Include evidence demonstrating compliance with the Minimum Qualifications section of this Request for SOQ.

- Work Plan: Include a detailed work plan which addresses the scope of the work and identifies key issues. A final agreed-upon work plan will be incorporated into Schedule A of the Agreement. Include a project schedule of the key tasks and note the availability of project team members with respect to the current workload and project start and completion dates.

  Include, with the work plan, a table showing the number of hours planned for the key positions for each major work task. This information will be used to evaluate the work plan and the level of effort in each phase by the team and the key team members. **Do not include any billing rate or cost information in this work plan table**.

- Past Performance: Provide information about past completed projects that satisfy the Minimum Qualifications requirements. Information about additional completed projects which the Proposer feels would be relevant may also be submitted. The past project performance information shall include:
  1. Brief description of the project and scope of services performed,
  2. Name of owner,
  3. Owner contact information (direct phone number preferred),
  4. Role which proposed Project Team member(s) fulfilled on past project,
  5. Original engineering fee amount,
  6. Final engineering fee amount,
  7. Completion date established in the original contract and actual final completion date.

  Incomplete projects (ongoing work) may be used but may result in a lower grade for this section in the evaluation phase.

Selection Method

The selection of a consultant will be done in accordance with the State of Utah's Procurement Code for Design Professional Services (Utah Code Title 63G, Chapter 6a, Part 15).

Minimum Qualifications

Proposers are required to meet the following minimum experience requirements to be considered responsive to the Request for SOQs:

The Project Manager shall have successfully functioned as a Project Manager on at least:

- Two (2) similar projects involving the creation or update of a Strategic Asset Management Plan (SAMP) and one (1) similar project creating a Facility Plan or Tactical Asset Management Plan for a specific facility following the organization's asset management strategy. At least one of the projects listed should include a water or wastewater treatment plant. Projects should demonstrate how data from multiple sources, programs, etc. is brought together for an enhanced outcome.

- The Project Manager and proposed work plan are responsive to the needs of the project and include all the disciplines required by the request for SOQ.

Project Team must demonstrate the following:

- Two (2) similar projects involving the creation or update of a Strategic Asset Management Plan (SAMP) and one (1) similar project creating a Facility Plan or Tactical Asset Management Plan for a specific facility following the organization's asset management strategy. At least one of the projects listed should include a water or wastewater treatment plant. Projects should demonstrate how data from multiple sources, programs, etc. is brought together for an enhanced outcome.

- The project team and proposed work plan are responsive to the needs of the project and include all the disciplines required by the request for SOQ.

- One (1) project including a similar evaluation and selection of CMMS software.

Any proposals not meeting the minimum criteria may be deemed non-responsive and removed from further consideration.

Evaluation Criteria

An evaluation committee appointed by JVWCD's Chief Procurement Officer including representatives from JVWCD will convene to consider all responsive SOQs submitted and to rank the SOQs based on each evaluation criterion stated in this section.

Evaluation criteria are assigned a maximum number of points for evaluation purposes with a cumulative total of 100 points. Each SOQ will be evaluated based on the following evaluation criteria:

Evaluation Criteria	**Grade**	**Weight**	**Maximum Points**
1. Demonstrated Qualifications to meet the scope of work:			
a. Firm Resources that satisfy the defined minimum qualifications. Demonstrated availability of firm resources to the project team.	0-5	1	5
b. Project Manager and key team members with the education, expertise, and experience necessary as required for the project.	0-5	5	25
c. Availability of Project Manager and key team members to the project. The current workload with the District may be considered.	0-5	2	10
2. Responsiveness of Work Plan:			
a. Clearly written work plan responding to the requirements of this request which indicates an understanding of the key issues and deliverables required for this project. Higher scores may be given to SOQs that show familiarity with District facilities related to this project or which note suggested revisions to the scope of work which would lead to an enhanced outcome.	0-5	5	25
b. Project schedule which identifies completion dates for key milestones and a completion date.	0-5	1	5
3. Past Performance:			
a. Positive verified past references for the Proposing Firm indicating successful past performance on similar projects, including projects for JVWCD.	0-5	3	15
b. Positive verified past references for the Project Manager and other key team members indicating successful past performance on similar projects, including projects for JVWCD.	0-5	3	15
Total:			100

Each criterion will be graded on a scale of 0-5 with 5 being the highest grade. The grades will be multiplied by the appropriate weight factor to determine the total score. SOQs shall have a level of effort appropriately matching the requirements, including efforts by key positions. SOQs falling short of an appropriate overall effort and/or effort by key positions may be considered non-responsive. JVWCD reserves the right to reject all SOQs.

Fee Proposal Instructions

A fee proposal will be requested from the firm receiving the highest score. The fee proposal will be due 2 days after it is requested by JVWCD. If JVWCD's procurement officer is unable to agree to a satisfactory contract with the highest-scoring design professional, at a price the procurement officer determines to be fair and reasonable to the procurement unit, the procurement officer shall formally terminate discussions with that design professional, and undertake discussions with the second highest scoring, qualified design professional. For additional information, see Utah Code Title 63G, Chapter 6a, Part 15, Section 1505.

The fee proposal shall be provided in a spreadsheet format similar to the sample fee proposal template in Attachment B. If the required information is not present, the fee proposal may be considered non-responsive. The hourly billing rate for each position, the number of hours per task by position, and any fees for reimbursable expenses and overhead factors shall be clearly indicated. Proposed hourly billing rate increases, if applicable for multi-year projects, should likewise be clearly indicated.

The total proposed fee for the project will be considered a maximum not-to-exceed fee amount.

Upon execution of the Agreement by both parties, the Engineer will receive authorization to proceed with only those services identified in the Agreement. The Engineer must receive prior written authorization before performing any services outside the scope and fee amount identified in the Agreement.

For purposes of preparing the fee proposal make the following assumptions:

1. Contingency Budget

    a. Increase by 20% the number of hours to be spent on the Project to establish a Contingency. The increase shall be proportional for each position.

b. This 20% increase shall be included as a separate task and released only with written authorization of the District's Engineering Group Manager.

CONFIDENTIALITY: All information, documents, records, and paperwork, including but not limited to SOQs, bids, exhibits, or brochures (collectively, the "Paperwork") submitted to the District shall not be regarded by the District as secret or submitted in confidence, except as otherwise provided in a writing signed by the District. Please do not mark your Paperwork with legends such as "confidential," or "proprietary," or "not to be disclosed to third parties." The District is a Utah local district and is subject to the provisions of the Utah Government Records and Management Act ("GRAMA," Utah Code Ann. (1953) §§63-2-101 et seq.). Paperwork submitted to the District may be subject to disclosure to third parties under the District's interpretation of the provisions of GRAMA.

Questions or Suggestions

Proposers may ask questions or make suggestions to JVWCD on any element of this Request for SOQs. Questions or suggestions should be submitted to JVWCD's Project Manager, John Kahle, at 801-565-4300 or at JohnK@jvwcd.org.

ATTACHMENT A

PROFESSIONAL CONSULTING SERVICES AGREEMENT

PROFESSIONAL CONSULTING SERVICES AGREEMENT

This Agreement is made as of _____ ("Effective Date"), by and between the Jordan Valley Water Conservancy District, a Utah special district ("District"), and _____ a _____ corporation qualified to do business and doing business in the State of Utah ("Engineer").

RECITALS:

A. District desires to obtain professional services relating to _____;

B. Engineer represents it has the necessary expertise and experience to perform the services requested by the District, and that it is properly qualified and licensed in the State of Utah for this work; and,

C. Engineer has submitted a proposal outlining its proposed scope of activities for performance and completion of the services, and the Engineer is willing to perform the services requested by the District, consistent with the terms of this Agreement.

TERMS:

The parties agree as follows:

ARTICLE I
DEFINITIONS

1.1 Unless the context requires otherwise, the terms defined in this Article shall, for all purposes of this Agreement and for all schedules attached or referenced, have the meanings specified as follows:

1.1.1 Agreement: This Professional Services Agreement, including attachments.

1.1.2 Project: The Project is described in attached Schedule A.

1.1.3 Engineer's Fee: The Engineer's compensation for performing services.

1.1.4 Reimbursable Expenses: Non-salary expenditures made by the Engineer, its employees or its sub-consultants when performing services for the Project. Reimbursable Expenses include:

1.1.4.1 Reasonable expenses of all reproduction, postage and handling of drawings, specifications, reports or other Project-related instruments of service of the Engineer.

1.1.4.2 Reasonable expense of computer time.

1.1.4.3 Other reasonable reimbursable expenses approved by the District.

1.1.5 Hourly Billing Rate: The hourly fee which the Engineer charges for time expended on the Project. The hourly billing rate shall be considered full compensation for time expended on the Project. Specific hourly billing rates for the Project are identified in attached Schedule B.

ARTICLE II
ENGINEER'S SERVICES

2.1 Basic Services: The Engineer shall complete those tasks and services identified in Schedule A.

2.2 Additional Services: The District and the Engineer recognize and agree that services not expressly set forth in Schedule A are not covered by the Engineer's Fee and are considered to be additional services. No additional services may be provided by the Engineer, and no compensation shall be paid therefore by the District, except upon written confirmation by the District as an amendment to this Agreement.

ARTICLE III
TIME TO COMPLETE

The Engineer's services, as defined in Article II, shall be completed in accordance with the following schedule:

_____
_____

ARTICLE IV
KEY PERSONNEL

The following key personnel shall perform the Engineer's services in the capacities assigned as follows:

_____
_____
_____

Any substitution of key personnel and/or changes in assignments from those shown must first be approved by the District in writing before such substitution or change may be made by the Engineer.

ARTICLE V
COMPENSATION

5.1 Basic Services: The District shall pay to the Engineer as compensation for services attributable to the Project, the hourly billing rates as set forth in Schedule B multiplied by the number of hours expended in providing services. Reimbursable expenses will be compensated at cost, multiplied by 1.1. In no event, however, shall the total amount due the Engineer as compensation for services and reimbursable expenses exceed _____ and ___/100 Dollars ($_____).

5.2 Additional Services: In the event this Agreement is amended to provide for additional services by the Engineer, the Engineer's compensation for additional services shall be the hourly billing rate multiplied by the hours expended for additional services and reimbursable expenses attributable to the additional services, multiplied by 1.1.

5.3 Progress Payments: The Engineer's invoices for services performed and for reimbursable expenses shall be delivered to the District after the end of the first calendar month following the Effective Date of this Agreement, and monthly thereafter so long as the Engineer's services shall continue. The compensation requested on any such invoice shall be itemized to show the hourly billing rate multiplied by time charged to the Project and reimbursable expenses actually incurred in the month identified in the invoice.

5.4 Payment of Invoice: The amount shown on each invoice for the Engineer's Fee and reimbursable expenses shall be due and payable by the District on receipt of each such invoice. The Engineer may levy a simple interest charge of twelve percent (12%) per annum on invoice amounts not paid within forty-five (45) days of the date of delivery of the invoice. Late payments made by the District shall be credited first to accrued interest charges and then to principal.

ARTICLE VI
SPECIAL TERMS AND CONDITIONS

6.1 Conflict of Interest: The Engineer shall not establish or otherwise continue any conflict of interest created by virtue of this Agreement, which is prohibited under any law.

6.2 Termination Prior to Completion: This Agreement may be terminated at any time by the District prior to completion of the Engineer's services upon written notice to the Engineer. Upon receipt of such notice, the Engineer shall immediately stop any

further work in progress, and in such event, the Engineer shall be entitled to payment for all of its services performed to the date of cancellation and for all work required to organize and deliver to the District the materials developed in the course of the Engineer's services. Payment shall be due to the Engineer within forty-five (45) days after delivery of such materials and receipt of a verified and itemized invoice therefore.

6.3 Indemnity and Insurance: The Engineer shall indemnify, defend, and hold the District harmless from any claims under the Workers' Compensation Act, and from any claims, demands, suits, causes of action, or liability for bodily injury, death, or damages to property, real or personal, to the extent caused by or resulting from breach of contract, negligence, recklessness or intentional misconduct by the Engineer or by negligence of the Engineer's subconsultants, in the performance of the Engineer's services under this Agreement. During the course of this Agreement, and for a period of four (4) years following substantial completion of the Engineer's services under this Agreement, the Engineer shall maintain professional errors and omissions liability insurance providing coverage for all liability arising out of the performance of services in connection with the Project and this Agreement. The professional errors and omissions liability insurance shall include "prior acts" coverage for all services rendered for the Project and shall be written with a limit of liability of $500,000.00 per claim and an aggregate of $1,000,000.00.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

7.1 Standards of Performance: The Engineer shall perform its services in a manner consistent with the professional skill and care ordinarily provided by other design professionals with the same or similar professional license, providing the same or similar design professional service in the same or similar locality at the same or similar time under the same or similar circumstances.

7.2 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.

7.3 Assignment: Neither the District nor the Engineer shall delegate and/or assign their respective duties and/or rights under this Agreement without the prior written consent of the other. The Engineer may subcontract, however, portions of its services as it deems necessary to efficiently accomplish the Basic Services. Nothing

in this paragraph shall release the Engineer from full compliance with the terms and conditions of Article IV.

7.4 Severability; Waiver: In the event a court, governmental agency or regulatory agency with proper jurisdiction determines that any provision of this Agreement is unlawful, that provision shall terminate. If a provision is terminated, but the parties can legally, commercially and practicably continue to perform this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect. 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.

7.5 Governing Law: This Agreement shall be governed by, construed and enforced according to the laws of the State of Utah.

7.6 Merger; Amendments: This Agreement represents the entire and integrated agreement between the District and the Engineer, and supersedes all prior negotiations, representations or agreements, whether written or oral, regarding the subject matter contained in this Agreement. The Agreement may be amended only by written instrument executed by all parties.

7.7 Attorney's Fees: In the event of a default or breach of this Agreement, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, or in obtaining damages, including reasonable attorney's fees, whether incurred through legal proceedings or otherwise.

7.8 Notice: Any notice or communication to be given under this Agreement shall be deemed given when sent by registered or certified mail, return receipt requested, to the parties at their respective addresses stated below or to any other address when notice of such change of address has been given to the parties.

7.9 Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the District or the Engineer. The Engineer’s services under this Agreement are being performed solely for the District’s benefit, and no other entity shall have any claim against the Engineer because of this Agreement or the performance or non-performance of services hereunder. The District agrees to use reasonable efforts to include a provision in all contracts with other contractors and other entities involved in the Project to carry out the intent of this paragraph.

"District":	"Engineer":
Jordan Valley Water Conservancy District 8215 South 1300 West West Jordan, UT 84088	_____ _____ _____
By: _____ Alan E. Packard Its General Manager/CEO	By: _____ Its: _____

SCHEDULE A

ENGINEER'S SERVICES

SCHEDULE B

ENGINEER'S COMPENSATION

ATTACHMENT B

SAMPLE FEE PROPOSAL

Project Name
Fee Proposal Template Example

Client: Jordan Valley Water Conservancy District ***Firm Name:***
Date:

Tasks	Project Manager (Name)	Project Engineer (Name)	Project Rep. (Name)				Total Hours	Cost By Task
Team Member	$_____/hr	$_____/hr	$_____hr	$_____/hr	$_____/hr	$_____/hr		
Phase 1 – Develop JVWCD's SAMP								
1. Set asset management vision and strategies								
2. Gap analysis and prioritization of improvement ideas								
3. Written asset management plan								
4. Define asset management enablers								
5. Roll-out and implementation								
							Subtotal:	
Phase 2 – Evaluate JVWCD's asset data-related information systems								
1. Draft information system evaluations								
2. Information systems evaluation workshops								
3. Final information system evaluations								
							Subtotal:	
Phase 3 – Develop JVWCD's SERWTP Facility Plan								
1. Draft SERWTP Facility Plan								
2. Final SERWTP Facility Plan								
3. Facility Plan template file								
							Subtotal:	
Total Hours by Team Member								
							TOTAL COST	$
							20% CONTINGENCY	$
Direct Charges:								
							TOTAL DIRECT CHARGES	$
							TOTAL FEE	$

_____
Principal's Name

_____
Principal's Signature

_____
Date

APPENDIX A

SAMP – Proposed TOC

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APPENDIX B

Facility Plan – Proposed TOC

Facility Plan Proposed TOC

1. Executive Summary
   - 1.1. Existing facility
   - 1.2. Project Identification and Prioritization (20-year window)
   - 1.3. Changes since last update
   - 1.4. Implementation Plan

2. Assumptions Summary (tabular)
   - 2.1. From System Plan
   - 2.2. Condition Assessment
   - 2.3. Level of Service Criteria/Requirements
   - 2.4. Interdependency of other Facilities and timing

3. Introduction
   - 3.1. Purpose
     - 3.1.1. Scope
     - 3.1.2. Planning period
   - 3.2. Background
   - 3.3. Existing Facility Description (general facility description – include process flow diagram; also include hydraulic profile if available)
   - 3.4. Known Issues
   - 3.5. Report Organization
   - 3.6. Reference Reports

4. Flow/Load/Demand Existing and Projected (from latest System Plan)
   - 4.1. Flow/Demand/Load
     - 4.1.1. Diurnal Patterns
     - 4.1.2. Peaking Factors (Flow/ Load)
       - 4.1.2.1. Average day
       - 4.1.2.2. Peak/Maximum day
       - 4.1.2.3. Peak/Maximum hour
       - 4.1.2.4. Minimum day
       - 4.1.2.5. Peak/Maximum month
       - 4.1.2.6. Minimum month

5. Regulatory Requirements (from System Plan)
   - 5.1. Existing regulatory compliance
   - 5.2. New regulatory compliance

6. Water Quality Criteria (from System Plan)

7. Hydraulic Profile Evaluation
    7.1. Minimum day
    7.2. Average day
    7.3. Maximum day
    7.4. Peak Hour

8. Individual Unit Process Evaluations [organized by unit processes which vary by facility]
    8.1. Unit Process No. 1
        8.1.1. Capacity Analysis
        8.1.2. Operational Efficiency (energy, chemicals, control strategies, etc.)
        8.1.3. Other Deficiencies/Betterments (include safety)
        8.1.4. Summary Design Criteria Table (all processes)
    8.2. Unit Process No. 2 (etc.)
        8.2.1. Capacity Analysis
        8.2.2. Operational Efficiency (energy, chemicals, control strategies, etc.)
        8.2.3. Other Deficiencies/Betterments (include safety)
        8.2.4. Summary Design Criteria Table (all processes)

9. Process Equipment Condition Assessments
    9.1. Assessment Approach
        9.1.1. Asset Inventory
            9.1.1.1. Asset Classes
            9.1.1.2. Asset Quantities
        9.1.2. Data Collection
        9.1.3. Scoring and Interpretation
    9.2. Summary of Results
        9.2.1. Organized by Asset Class
        9.2.2. Organized by Process Area

10. Facility Wide Assessments
    10.1. Assessment Approach
        10.1.1. Inspection Areas
        10.1.2. Assessment Disciplines and Asset Category/Type/Class
            10.1.2.1. Architectural
                10.1.2.1.1. Shell
                10.1.2.1.2. Finishes
                10.1.2.1.3. Openings
                10.1.2.1.4. Code Compliance
            10.1.2.2. Structural

10.1.2.2.1. Concrete
10.1.2.2.2. Steel
10.1.2.2.3. Miscellaneous Metals
10.1.2.3. Building Mechanical
10.1.2.3.1. Heating, Ventilation, Air Conditioning (HVAC)
10.1.2.3.2. Plumbing
10.1.2.3.3. Code Compliance
10.1.2.4. Electrical
10.1.2.4.1. Primary
10.1.2.4.2. Secondary
10.1.2.4.3. Back-Up
10.1.2.4.4. Interior Commercial (Non-Process)
10.1.2.4.5. Code Compliance
10.1.2.5. Instrumentation and Controls
10.1.2.5.1. Panels and Control Stations
10.1.2.5.2. Network
10.1.2.5.3. SCADA
10.1.2.6. Site Civil
10.1.2.6.1. Paving
10.1.2.6.2. Storm/Drainage
10.1.2.6.3. Sanitary Sewer
10.1.2.6.4. Yard Piping
10.1.2.6.5. General Site (including landscaping)
10.1.2.7. Communications
10.1.2.7.1. Telephone
10.1.2.7.2. Radio
10.1.2.7.3. Wireless
10.1.2.7.4. Cellular
10.1.2.7.5. Microwave
10.1.2.8. Security
10.1.2.8.1. Fencing
10.1.2.8.2. Cameras
10.1.2.8.3. Access Control
10.1.2.9. Cathodic Protection
10.2. Summary of Results
10.2.1. Inspection Area
10.2.2. Discipline
10.2.3. Asset Category/Type/Class

11. Alternatives Development (when applicable)

12. Alternatives Evaluation and Selection (when applicable)
13. Other Analysis (as required)
14. Conclusions and Recommendations