

JORDAN VALLEY WATER CONSERVANCY DISTRICT

**REQUEST FOR STATEMENTS OF QUALIFICATIONS TO PROVIDE
PROFESSIONAL ENGINEERING SUPPORT SERVICES FOR THE
WATER DISTRICT WATER DEVELOPMENT COUNCIL**

Project # 4356

July 2024

Summary

Jordan Valley Water Conservancy District (JVWCD) 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, Shane Swensen, at 8215 South 1300 West, West Jordan, UT 84088, no later than 5:00 p.m. on July 30, 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 currently serves as a wholesale supplier to 17 member agencies and also operates a retail distribution system in several parts of Salt Lake County. In 2020, JVWCD delivered approximately 120,000 acre-feet of municipal and industrial water to its wholesale and retail customers.

Project Background

During the 2024 Utah Legislative session the Utah Legislature passed SB211 – Generational Water Infrastructure Amendments, which became effective May 1, 2024. The law directs the formation of the Water District Water Development Council (Council), which is responsible for investigating a wide variety of policy and potential water infrastructure projects to support the water needs of future generations of Utah citizens. The Council consists of five members. They include the general managers from the four Prepare60 water districts (Weber Basin Water Conservancy District, Jordan Valley Water Conservancy District, Central Utah Water Conservancy District, and Washington County Water Conservancy District) and the director of the Utah Division of Water Resources (DWR). JVWCD is the managing district for the Council and on behalf of the Council, JVWCD will procure the services needed by the Council.

The Council appointed a technical director to oversee the development of an annual report that will identify beneficial policies or projects within the state of Utah to provide for future water supplies for the state. Under direction of the Council, the technical director will oversee the project scoping and evaluation work conducted by a combination of staff from the water districts, DWR, and consultant(s). The Council has appointed Michael

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Collins to be the technical director. This RSOQ initiates the process of procuring engineering support services as needed for the benefit of and under the direction of the Council and the Council's technical director.

Scope of Work

The scope of work includes:

- 1) Research innovative and emerging technologies that may be applied to water supply development in Utah.
- 2) Research and evaluate worldwide projects identified by the Council and technical director as contemplated, rejected or pursued and projects that helped solve water scarcity or were less successful. Research above should include public policy, public communications and public outreach components that were used, both successfully and less so.
- 3) Reconnaissance level investigations of various water supply infrastructure projects (including ground water and surface water development, storage, treatment, and conveyance).
- 4) Identify conceptual-level project scopes and estimate relevant costs and benefits.
- 5) Summarize results of investigations in a preliminary report to facilitate prioritization by the technical director and Council.

Statement of Qualification Evaluation

SOQs shall not exceed eight (8) pages in length (excluding resumes and references). Provide three (3) 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). Include evidence demonstrating compliance with the Minimum Qualifications section of this Request for SOQ.
- **Past Performance:** Provide information about past completed projects which 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:

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1. Brief description of 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.

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

Professional Consulting Services Agreement

Comment on the acceptability of the enclosed Professional Consulting Services Agreement (Agreement) (Attachment A). Any suggested changes to the Agreement must be identified with the proposal (as an attachment), although JWCD reserves the right to reject any suggestions. No changes will be considered after the proposal due date.

Selection Method

Selection of a consultant(s) 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 similar projects involving conceptual water resource planning.
 - The District's definition of a Project Manager is one who coordinated multiple disciplines on a project, IE civil, mechanical, electrical, structural, and instrumentation; one who managed legal and accounting efforts; and one who performed a quality control review of the project personally. The Project Manager shall have served as the engineer of record for the project, including stamping applicable drawings and specifications, unless this is not the policy of the engineering firm completing the project.

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- A Project Team to support the project and be responsive to the needs of the Water Development Council and its Technical Director.
- The Project Manager shall be licensed as a professional engineer in Utah.

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

Evaluation Criteria

An evaluation committee appointed by JWCD's Chief Engineer including representatives from JWCD and DWRe will convene to consider all responsive SOQs submitted and to rank the SOQs based on each criterion stated in this section. More than one consultant may be selected based on the needs of the project.

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:

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<u>Evaluation Criteria</u>	<u>Grade</u>	<u>Weight</u>	<u>Maximum Points</u>
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	3	15
b. Project Manager and key team members with the education, expertise, and experience necessary as required for the project.	0-5	7	35
c. Availability of Project Manager and key team members to the project. Current workload with the District may be considered.	0-5	2	10
2. Past Performance:			
a. Positive verified past references for the Proposing Firm indicating successful past performance on similar projects, including projects for JWVCD.	0-5	4	20
b. Positive verified past references for the Project Manager and other key team members indicating successful past performance on similar projects, including projects for JWVCD.	0-5	4	20
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. JWVCD reserves the right to reject all SOQs.

Fee Proposal Instructions

A fee proposal consisting of a list of hourly billing rates of the members of the project team will be requested from the firm(s) selected. Individual work efforts will be negotiated with the consultant(s) as the project proceeds.

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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.

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 JWCD on any element of this Request for SOQs. Questions or suggestions should be submitted to JWCD’s Project Manager, Shane Swensen, at 801-565-4300 or ShaneS@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”:

Jordan Valley Water Conservancy District
8215 South 1300 West
West Jordan, UT 84088

“Engineer”:

By:

Alan E. Packard
Its General Manager/CEO

By:

Its:

SCHEDULE A
ENGINEER'S SERVICES

SCHEDULE B
ENGINEER'S COMPENSATION