

JORDAN VALLEY WATER CONSERVANCY DISTRICT

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

**DROUGHT CONTINGENCY PLAN**

Project #4080

November 27,2019

Summary

Jordan Valley Water Conservancy District (JVWCD) invites you to submit a Statement of Qualifications (SOQ) as defined in this request. Proposals shall be submitted in a sealed envelope to JVWCD's project manager, Travis Christensen, at 8215 S.1300 W., West Jordan, UT 84088, no later than 3:00 PM on Wednesday, December 18, 2019 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 2018, JVWCD delivered approximately 106,800 acre-feet of municipal and industrial water to its wholesale and retail customers.

Project Background

In 2018, JVWCD was awarded grant funding from the United States Bureau of Reclamation (Reclamation) to create a Drought Contingency Plan (DCP). The purpose of the DCP is to assist JVWCD to optimize its use of supplies from Reclamation facilities and other sources and enable JVWCD to minimize the potential damages that might otherwise occur as a result of a severe and/or extended drought. With the DCP, JVWCD will improve its long-term resilience to drought conditions consistent with Reclamation and Department of Interior initiatives. The DCP will also address how drought mitigation and response actions will be conveyed to and implemented by JVWCD and its 17 member agencies.

Project Objectives

1. Provide engineering services in conjunction with JVWCD staff for the development of the DCP. The DCP will include the following components:
  - a. Initial Planning, Background and Plan Area Description

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- b. JWVCD Water Supplies and Demands
  - c. Drought Monitoring Processes
  - d. Vulnerability Assessment
  - e. Mitigation Actions
  - f. Response Actions
  - g. Operational and Administrative Framework
2. The DCP will go through public and Federal review and comment periods, the consultant and JWVCD staff will implement feedback into the document.
  3. The DCP is finalized and submitted to Reclamation for their final review on or before May 31, 2021.

#### Scope of Work

The general scope of work for the DCP includes providing engineering services related to drought monitoring, mitigation, and response for the JWVCD water service area and its water supplies. The consultant will work with JWVCD staff and other stakeholders to develop a plan is that tailored to JWVCD that can be used in future short and long-term drought scenarios.

1. Initial Planning, Background, and Plan Area Description:
  - A. Meet with JWVCD to review the Reclamation approved work plan for the DCP.
  - B. Develop a schedule of workshops and meetings and hold a kickoff meeting with the Reclamation approved Task Force.
  - C. Compile the background data and sections of this work plan and add relevant detail as identified with the other stakeholders.
  - D. Review and summarize other relevant background information relevant water contingency and drought plans, water management plans, Reclamation drought planning guidelines, and Utah Division of Water Resources drought management guidelines.
  - E. Collect, review and summarize existing relevant water contingency and drought planning documents for review, such as drought plans, response policies, emergency response plans, urban water management plans, surface and groundwater water management plans, general plans,

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California Department of Water Resources and Reclamation drought planning guidelines, and other relevant information.

- F. Review and summarize the history of drought in the area, current drought situation, severity of drought conditions, recent drought experiences, and the period of time that the area has been experiencing drought conditions.
  - G. Historical drought frequency and magnitude, including multi-year droughts and seasonal droughts will be described.
  - H. Highlight historical drought trends.
2. JVVCD Water Supplies and Demands
- A. Extract this information for all M&I users from its Demand, Supply, and Major Conveyance Study update that is currently underway.
  - B. Gather and add similar information from the stakeholders representing agricultural water users through face-to-face meetings.
  - C. Identify the impacts drought would have to each purveyor's water supply and water quality and compare the affected supply to demand.
  - D. Review and summarize existing water supply and demand data for all pertinent water agencies and end users. Describe the availability and quality of existing data and models applicable to the DCP.
  - E. Describe existing water supplies and the key water supply facilities. These sources include river surface water, groundwater, recycled water, wastewater, stormwater, agricultural return water, and interconnections with neighboring systems. Quantify minimum, average, and maximum stream flows, reservoir storage levels and yield, water quality, historic flow patterns, and flow requirements, including magnitude and timing of release.
  - F. Define the drought impacts to each water purveyor's water supply, water quality, and the vulnerability of the existing water supply sources. Describe water quality impacts of drought conditions. The water supply and demand comparison will compare the water supply sources available in normal and dry periods to the projected water demands.
3. Drought Monitoring Processes

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- A. Identify drought indicators and trigger levels that are currently being used by each participating agency of the Plan Area to signal pending drought conditions and severity. Summarize current drought monitoring strategies used by each major user and water agency.
  - B. Select the indicators, classifications, and triggers that are most appropriate for the stakeholder group by reviewing the drought monitoring procedures that are currently being used in the region.
  - C. Establish a process for monitoring near- and long-term water availability of JVVCD supplies based on the selected indicators, classifications, and triggers.
  - D. Develop a process for the collection, analysis, and dissemination of water availability and other drought-related data. Explain how this data will be used to predict, confirm, and mitigate droughts, including identifying the metrics and triggers to be used to define stages of drought, trigger mitigation or response actions, and define the various levels of severity of drought. Create a framework for predicting the probability of future droughts and confirming an existing drought.
  - E. Develop, as necessary, specific parameters and triggers to monitor for drought conditions. Provide recommendations for drought indicators and triggers to use for deciding when a drought starts and when it ends.
4. Vulnerability Assessment
- A. Define the uncertainty factors and risks to determine the likelihood of shortages in each source.
  - B. Quantify the consequence of each vulnerability.
  - C. Summarize the range of possible climate change scenarios and their resulting impact on supply planning.
  - D. Define drought impacts across various sectors (e.g. M&I, agriculture, recreation, public health, commerce).
  - E. Evaluate the vulnerability of water supplies to drought. Describe the reliability and vulnerability of the water supply and water quality to historical seasonal or climatic shortage.

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- F. Review and summarize the climate change work being done by JWCD, Reclamation, the State of California, and other federal and state agencies.
- G. Calculate future water demands and compare water supply and water quality vulnerabilities with a range of future climatic conditions, including the effects of climate change.
- H. Describe the severity of the consequences to water supplies if no action is taken and drought risks are not addressed. Describe existing or potential risks to human health and safety including water quality risks; endangered, threatened, or candidate species; agricultural water supplies; hydropower production; fish and wildlife habitat; recreation; and any other significant areas of risk. The consequences of saltwater intrusion will be identified.
- I. Provide an analysis of the drought impacts from climate change and the resulting practical implications for drought planning for the DCP area. Identify future impacts to water supplies and water quality for a range of possible drought and climate change scenarios.
- J. Prepare agenda and presentation, notify attendees, and conduct DCP Task Force meetings to discuss background documentation and the vulnerability assessment.

#### 5. Mitigation Actions

- A. Research and identify the best practices and most effective measures used for drought mitigation in the Western states.
- B. Identify drought mitigation actions, responses, programs, and strategies of each participating agency. Identify and evaluate additional potential responses for use at each stage of drought. Provide recommendations to improve the consistency of the region's drought response.
- C. Identify potential mitigation projects that would build long-term resilience to drought and reduce the need for emergency response actions; focusing on those projects that make use of existing resources, facilities, and infrastructure. Work with the participating agencies to include projects that have been previously identified and discussed, regardless of the level of planning and development that has been done to date.
- D. Develop a list of screening criteria to evaluate mitigation projects and actions. This criteria list will be compiled into a matrix with weighted factors

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and used to develop a prioritized short list of the best projects and actions along with their associated triggers, steps for implementation, potential barriers, cost, anticipated timeline, and opportunities to partner with participating agencies.

- E. Prepare agenda and presentation, notify attendees, and conduct stakeholder outreach meetings to discuss mitigation projects and actions analysis and screening approach.

#### 6. Response Actions

- A. Establish a staged approach that consider the best way to equitably allocate drought water resources to the various types of water needs.
- B. Estimate water savings, impact to various users, lead time to activate response actions, implementation costs, and procedural requirements.
- C. Identify, evaluate, and prioritize drought response actions and activities that can be implemented quickly during a drought to mitigate the impacts and provide rapid benefits.
- D. Establish a staged approach to implementing response actions, depending on the severity of the drought. Use the metrics and triggers developed in Task 3 that define stages of drought, when mitigation or response actions are triggered, and the various levels of severity of drought. Further define the stages of drought when the response actions are triggered to manage the limited supply and decrease the severity of immediate impacts.
- E. Develop bundles of response actions that would be implemented at each stage of a drought. Estimate the expected ability each stage of response actions is expected to have on reducing water demands on a temporary basis. If necessary, redefine or update the metrics and triggers from Task 3 to deliver better short-term benefits.

#### 7. Operational and Administrative Framework

- A. Defining a water shortage response team and protocol for public communications, interagency coordination, and cost sharing.
- B. Identifying roles, responsibilities, and procedures necessary to conduct drought monitoring and to initiate response and implement mitigation actions.

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- C. Develop an operational and administrative framework to identify who is responsible for undertaking the actions necessary to implement each element of the DCP plan, including communicating with the public about those actions.
  - D. Review the organizational structure currently used by each of the participating agencies to respond to a drought, and suggest any update, if appropriate.
  - E. The participating agencies process for the development of the Drought Contingency Plan will consist of having regular progress meetings, providing status reporting, and conducting workshops.
  - F. Prepare agenda and presentation, notify attendees, and conduct DCP Task Force meetings to discuss organizational and implementation framework and responsibilities moving forward.
8. Plan Development and DCP
- A. Develop an organizational framework and process to routinely update the Drought Contingency Plan. This includes a schedule for monitoring, evaluating, and updating the DCP.
  - B. Develop guidelines to determine what triggers will identify when an update needs to be done.
  - C. Prepare a preliminary design report which contains the findings of the preliminary design effort.
  - D. Present task results to the Task Force and Outreach Group at milestones to gather input.
  - E. Submit the initial draft of the DCP for review and comment by the Task Force.
  - F. Submit the updated draft of the DCP for public and JVVCD Board of Directors review and comment.
  - G. Submit the most up-to-date draft of the DCP to Reclamation at least 6 months from the end of the 2-year project period.

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- H. Incorporate review comments from Reclamation and submit the final DCP to Reclamation for review and acceptance at least 1 month from the end of the 2-year project period.
- I. Summarize all task efforts and findings into a Drought Contingency Plan document. Prepare the Drought Contingency Plan document and associated appendices, maps, figures, tables, and computer models.
- J. Submit first draft for agency review and second draft of the Drought Contingency Plan for public and Reclamation review and comment. Based on the results of agency and Reclamation input, a final submittal will be prepared.

#### Preliminary Schedule

Award of Consulting Contract: on or after Wednesday, January 18, 2020

Contract Preparation: 14 calendar days

Final Draft of DCP: 410 calendar days

Reclamation Review Period: 30 calendar days

Final DCP: 30 calendar days

JVWCD will submit the final DCP to Reclamation on or before June 30, 2021.

#### Statement of Qualification Evaluation

SOQs shall not exceed eight (8) pages in length (excluding resumes, sample drawings, and references). Provide four (4) hard-copies and one digital copy on a USB drive of the SOQ for review by the evaluation committee.

The SOQ should include the following information:



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- **Qualifications:** Identify the key members of the team listed by name and role 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 water contingency and/or drought planning document(s) 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 current workload and project start and completion dates.

Include with the work plan a table showing the number of hours planned for each position for each major work task. Include subtotals of all labor hours for the preliminary design, design, and construction management phase. **Do not include any billing rate or cost information in this work plan table.**

- **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 should include:
  - 1) Brief description of project and scope of services performed,
  - 2) Name of owner and owner's contact information,
  - 3) Role which proposed Project Team member(s) fulfilled on past project,
  - 4) Original engineering fee amount,
  - 5) Final engineering fee amount,

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 B) with attached Schedule B-Requirements for

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Engineering Services. Any suggested changes to the Agreement must be identified with the proposal (as an attachment), although JVWCD reserves the right to reject any suggestions. No changes will be considered after the proposal due date.

#### Selection Method

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) separate projects water master planning, water contingency planning or drought planning was the primary focus of the work.
  - One (1) separate project water contingency planning or drought planning was the primary focus of the work.
  - The Project Manager shall demonstrate experience on a total of 3 separate projects. The same project **cannot** be used for experience to demonstrate experience for the first and second bullet points above.
- The Project Engineer(s) shall have successfully functioned as a Project Engineer on at least:
  - Two (2) separate projects water master planning, water contingency planning or drought planning was the primary focus of the work.
- The Project Manager, and Project Engineer(s) shall be licensed as professional engineers in Utah.
- The project team qualifications are responsive to the needs of the project and include all the disciplines required by the RFP.

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

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### Evaluation Criteria

An evaluation committee appointed by JWCD's Chief Engineer including representatives from JWCD will convene to consider all responsive SOQs submitted and to rank the SOQs based on each 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:

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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.  b. Project Manager and key team members with the education, expertise, and experience necessary as required for the project.	0-5	2	10
	0-5	5	25
2. Responsiveness of Work Plan: a. Clearly written work plan responding to the requirements of this RFP which indicates an understanding of the key issues and deliverables required for this project. Higher scores may be given to proposals which show familiarity with District facilities and water supplies related to this project or which note suggested revisions to the scope of work which would lead to an enhanced outcome.  b. Project schedule which identifies completion dates for key milestones and a final completion date.	0-5	6	30
	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 JVVCD.  a. Positive verified past references for the Project Manager and other key team members indicating successful past performance on similar projects, including projects for JVVCD.	0-5	3	15
	0-5	3	15
<b>TOTAL</b>			100

Each criteria will be graded on a scale of 0-5 with 5 being the highest grade. The grades will be multiplied by the appropriate weighing 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. JVVCD reserves the right to reject all SOQs.

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In accordance with the JWVCD Administrative Policy and Procedures the following scoring methodology will be used:

- Five (5) points (Excellent): The proposal addresses and exceeds all of the requirements described in the SOQ.
- Four (4) points (Very Good): The proposal addresses all of the requirements described in the SOQ and, in some respects, exceeds them.
- Three (3) points (Good): The proposal addresses all of the requirements described in the SOQ in a satisfactory manner.
- Two (2) points (Fair): The proposal addresses the requirements described in the SOQ in an unsatisfactory manner.
- One (1) point (Poor): The proposal addresses the requirements inaccurately or poorly.
- Zero (0) points (Fail): The proposal fails to address the requirements described in the SOQ.

The evaluation committee will give scores based upon the criteria above and may choose to award half-points (0.5) for any evaluation criteria.

#### 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 JWVCD. If JWVCD'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 development of the DCP is funded in part by the United States Bureau of Reclamation, as such all billing rates provided in the fee proposal must be approved and accepted by USBOR. If the proposer already has approved GSA rates from the USBOR these shall be used. If the proposer does not have billing rates approved by the USBOR the evaluation process may be lengthened as rates will need to be established and approved.**

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, number of hours per task by position, and any fees for reimbursable expenses and

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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 preliminary design and design phases of the project will be considered a maximum not-to-exceed fee amount. The fees submitted for the construction management phase shall be subject to increase/decrease based upon the actual level of effort needed during construction. It has been JVVCD's experience that more detailed designs result in fewer change orders and additional hours during construction.

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. Design Contingency Budget
  - a. Increase by 10% the number of hours to be spent on the Pre-design and Design Phases for the purpose of establishing a Design Contingency. The increase shall be proportional for each position.
  - b. This 10% increase shall be included as a separate task and released only with written authorization of the District's Engineering Department Manager in accordance with Schedule B – Requirements for Engineering Services.

**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

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Proposers may ask questions or make suggestions to JWVCD on any element of this Request for SOQs. Questions or suggestions should be submitted to JWVCD's Project Manager, Travis Christensen, at 565-4300 or [travisc@jvwcd.org](mailto:travisc@jvwcd.org)

ATTACHMENT A

PROFESSIONAL CONSULTING SERVICES AGREEMENT



PROFESSIONAL CONSULTING SERVICES AGREEMENT  
FOR \_\_\_\_\_

An Agreement made as of \_\_\_\_\_ (“Effective Date”), by and between the Jordan Valley Water Conservancy District, a water conservancy district organized under the laws of the State of Utah (“District”), and \_\_\_\_\_, a \_\_\_\_\_ corporation qualified to do business and doing business in the State of Utah (“Engineer”).

RECITALS:

- A. District desires to obtain professional engineering services relating to the \_\_\_\_\_;
- 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.

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 all schedules, have the following meanings:
  - 1.1.1 Agreement: This Professional Consulting Services Agreement, including attachments.
  - 1.1.2 Engineer’s Fee: The Engineer's compensation for performing services.
  - 1.1.3 Phase: A logically separate aspect of the Engineer's services on the Project which occurs in sequence or concurrently with other such aspects to allow for the orderly progress and management of the Engineer's services for the Project.

- 1.1.4 Project: The Project is described on attached Schedule A.
- 1.1.5 Project Manager: The individual designated by the Engineer and approved by the District, as further described in attached Schedule D, to administer the performance of the Engineer's services under this Agreement.
- 1.1.6 Reimbursable Expenses: Non-salary expenditures made by the Engineer, its employees or its sub-consultants when performing services for the Project. Reimbursable Expenses include:
- 1.1.6.1 Reasonable expenses of transportation, subsistence and lodging when traveling in connection with the performance of services for the Project.
  - 1.1.6.2 Reasonable expenses of long distance or toll telephone calls, telegrams, messenger service, field office expenses, and fees paid for securing approval of authorities having jurisdiction over the Project.
  - 1.1.6.3 Reasonable expenses of all reproduction, postage and handling of drawings, specifications, reports or other Project-related instruments of service of the Engineer.
  - 1.1.6.4 Reasonable expense of computer time as described on attached Schedule C.
  - 1.1.6.5 Other reasonable reimbursable expenses to which the parties subsequently agree.
- 1.1.7 Hourly Billing Rate: The hourly fee which the Engineer charges for the 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 Schedule C.
- 1.1.8 Services or Engineer's Services: The Engineer's duties and responsibilities to the District for professional consulting services as set forth in Article II.
- 1.1.9 Sub-Consultant: Any registered professional engineer, architect or other specialist engaged by the Engineer in connection with the Project.
- 1.1.10 Task: An independent and defined service or collection of services to be performed by the Engineer during a Phase(s) of the Project(s),

such service or services being more particularly set forth in Schedule A.

- 1.2 Except where the context otherwise requires, words imparting the singular number shall include the plural and vice versa. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms as used in this Agreement, refer to this Professional Consulting Services Agreement.

ARTICLE II  
ENGINEER'S SERVICES

- 2.1 Basic Services: The Engineer shall provide the following services on the Project, as more fully described and set out in Schedule A:

- 2.1.1 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2.2 Guidelines for Basic Services: The Engineer shall perform its services in conformance with the District's Guidelines for Engineering Services, as set forth in attached Schedule B, and in conformance with such other guidelines imposed by the District during the progress of the Engineer's services, so long as such guidelines are in conformance with standard professional consulting services.

- 2.3 Additional Services: The District and the Engineer recognize and agree that services not 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.

Upon request by the District, the following additional services shall be provided by the Engineer:

- 2.3.1 Perform work resulting from changes in design criteria made in writing at the direction of the District, after acceptance of the criteria by the Engineer;
- 2.3.2 Prepare applications and supporting documents for government review or action, other than those which may be specified in Schedule A;
- 2.3.3 Provide additional services required as a result of strikes, walkouts, or other acts of trade or labor unions;
- 2.3.4 Provide expert witness testimony or litigation support at depositions, trials, court appearances, and other similar judicial proceedings and

cooperate in formulating and responding to interrogatories and other similar discovery methods; and,

- 2.3.5 Perform any other item of work not specifically mentioned above, and requested by the District in writing.

### ARTICLE III TIME TO COMPLETE

- 3.1 Completion of Services: The Engineer's services, as defined in Article II, shall be completed as shown in attached Schedule E.
- 3.2 Term: The term of this Agreement shall begin on the Effective Date, and it shall expire on \_\_\_\_\_ without further notice or condition.

### ARTICLE IV ENGINEER'S PERSONNEL

The key personnel listed in Schedule D shall perform the Engineer's services in the assigned capacities as shown. 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 DISTRICT-FURNISHED SERVICES

- 5.1 Information: Upon the Engineer's request, the District shall provide to the Engineer or make available for review all information and data contained in record drawings, record documents and other records routinely kept by the District pertaining to the design, construction or operation of its facilities. The District does not warrant the accuracy or completeness of such data and information originating from entities or persons other than the District.
- 5.2 Review of Documents: The District shall review and consider all sketches, drawings, reports, studies, model results, specifications, bids, proposals, contracts, and other documents submitted by the Engineer relative to Engineer's services, and whenever prompt action is necessary, the District shall within a reasonable time inform the Engineer of its decision regarding the same so as to not unduly delay the Engineer in its performance according to the schedule set forth in this Agreement.
- 5.3 Engineer Access: The District shall, at its expense, arrange and make provision for the Engineer's entry and access to such property (public and/or private) as may be necessary to enable the Engineer to perform its services.
- 5.4 District Representative: The District shall designate in writing an individual who shall be authorized by the District to act as the District's Representative. The

Representative shall have authority to receive reports from the Engineer and give instructions to the Engineer.

- 5.5 Notifications of Defects: The District shall give written notice to the Engineer whenever the District or its Representative becomes aware of any defect or deficiency in the Engineer's services.
- 5.6 Consultation with District: Employees of the District shall be available for consultation with the Engineer at all reasonable times.
- 5.7 Permit Fees: The District shall pay any required permit fees, charges for plan checking, and any other fees charged by any public agency having jurisdiction over any part of the Project, if such charges are made.
- 5.8 Legal Opinions: The District shall, at its expense, furnish legal opinions on laws and the interpretation thereof which may affect the Project, if such opinions are judged by the District to be necessary.

## ARTICLE VI COMPENSATION

- 6.1 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 attached Schedule C multiplied by the number of hours expended on the Project, together with reimbursable expenses attributable to the Project multiplied by \_\_\_\_\_. In no event, however, shall the total compensation due the Engineer for services and reimbursable expenses exceed \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_).
- 6.2 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 \_\_\_\_\_.

A summary showing estimated cost data for each additional service requested shall be submitted to the District for approval prior to commencement of work on that additional service. The District shall not be obligated to reimburse the Engineer for costs incurred in excess of the estimated cost set forth in that summary, and the Engineer shall not be obligated to continue work or to incur costs in excess of the estimated cost until the District notifies the Engineer in writing that the estimated cost therefore has been increased. Additional sets of contract documents and reduced scale drawings shall be charged at actual cost of printing and mailing.

- 6.3 Format for Invoices: Invoices for the Engineer's services and expenses shall be reviewed and signed by the Engineer's Project Manager before being sent to the District. Each invoice shall include the following information:

- a. Project Name.
- b. Time period of services (beginning of month to end of month).
- c. Current invoice charges, with the following breakdown:
  - (i) Charges for services, further described by:
    - (1) Employee name
    - (2) Hours worked
    - (3) Rate charged
  - (ii) Reimbursable Expenses
    - (1) Description
    - (2) Cost
- d. Account summary, including:
  - (i) Total amount authorized under this Agreement
  - (ii) Total invoiced to date

6.4 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 hourly billing rate multiplied by time charged to the Project and reimbursable expenses which actually were incurred in the month identified in the invoice.

6.5 Payment of Invoice: The amount shown on each invoice for the Engineer's fee and expenses shall be due and payable by the District on receipt of each such invoice. The Engineer may levy a simple interest charge of eight percent (8%) 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 and then to principal.

6.6 Suspension; Termination: In the event the District fails to submit payment on an invoice within sixty (60) days of the date of delivery to the District of such invoice, the Engineer may, at its discretion and upon ten (10) days written notice to the District, suspend its services or terminate this Agreement.

ARTICLE VII  
SPECIAL TERMS AND CONDITIONS

- 7.1 Documents: All completed original reproducible tracings, survey notes, plans, specifications, reports, and other original documents prepared by the Engineer in the performance of the Engineer's services shall be the property of the District, and the Engineer shall, upon the request of the District, deliver such documents to the District. The Engineer may retain and use copies of the documents.

The District agrees to hold harmless, indemnify and defend the Engineer against all third party damages, claims, expenses and losses arising out of any reuse by the District of the plans, specifications and documents if the District does not obtain the written authorization of the Engineer for their reuse. Nothing in this Agreement shall adversely affect any immunity from suit, or any right, privilege, claim or defense, which the District or its employee(s) may assert under state or federal law, including but not limited to the Utah Governmental Immunity Act, Utah Code Ann. (1953) §§ 63-30-1 et seq.

- 7.2 Conflict of Interest: The Engineer shall not establish or otherwise continue any individual or corporate conflict of interest created by virtue of this Agreement, prohibited under state or local laws.

- 7.3 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 by the Engineer and accepted by the District, 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.

- 7.4 Construction Estimates: Estimates of contract time, construction costs and quantities prepared by the Engineer or its employees represent their best professional judgment as design professionals and are supplied for the general guidance of the District. The Engineer does not guarantee the accuracy of such estimates as the Engineer has no control over the cost of labor and material, competitive bidding, or market or other conditions.

- 7.5 Indemnity and Insurance: The Engineer shall indemnify, defend and save the District harmless from any and all claims under the Workers' Compensation Act, and from any and all claims, demands, suits, causes of action or liability for bodily injury, death, or damages to property, real or personal, which may arise from or otherwise be attributable to negligent, reckless or intentionally wrongful acts by the Engineer, or by Engineer's agents and employees, in the performance 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 architectural, engineering, surveying, design and similar professional services in connection with the Project and this Agreement. The Professional Errors and Omissions Liability insurance shall include "Prior Acts" coverage for all professional services rendered for the Project and shall be written with a limit of liability of \$250,000.00 per claim and a Project aggregate of \$1,000,000.00 aggregate. The Professional Errors and Omissions Liability insurance policy, with prior acts coverage, shall be maintained for at least four (4) years following Substantial Completion of the Work. Such insurance shall also include as insured the District, its officers, directors, employees and agents.

- 7.6 Interpretation: Except as otherwise noted, releases from liability, indemnification against liability, limitations on liability, assumptions of liability and limitations on remedies which may be expressed in this Agreement, shall apply to all possible claims and/or causes of action, including but not limited to those arising under common law, equity, statute, contract, tort or otherwise.

## ARTICLE VIII GENERAL TERMS AND CONDITIONS

- 8.1 Standards of Performance: The Engineer shall perform its services in a manner consistent with acceptable professional and technical standards for Engineering work of this nature. The Engineer shall conduct itself in accordance with the most recent edition of Professional & Ethical Conduct Guidelines of the American Council of Engineering Companies.
- 8.2 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.
- 8.3 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.
- 8.4 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.

- 8.5 Governing Law: This Agreement shall be governed by, construed and enforced according to the laws of the State of Utah.
- 8.6 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.
- 8.7 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.
- 8.8 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.
- 8.9 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: \_\_\_\_\_  
Richard P. Bay  
Its General Manager/CEO

By: \_\_\_\_\_  
Its: \_\_\_\_\_

SCHEDULE A  
SCOPE OF WORK (BY ENGINEER)

SCHEDULE B  
GUIDELINES FOR ENGINEERING SERVICES

SCHEDULE C  
ENGINEER'S COMPENSATION

SCHEDULE D  
ENGINEER'S PERSONNEL

SCHEDULE E  
TIME TO COMPLETE

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			
Pre-Design Phase									
1.									
2.									
<b>Subtotal:</b>									
Design Phase									
1.									
2.									
<b>Subtotal:</b>									
Total Hours by Team Member									
TOTAL PRE-DESIGN/DESIGN COST								\$	
20% CONTINGENCY								\$	
Construction Phase									
1. Bidding Support									
2. Construction Management									
3. Documentation									
<b>Subtotal:</b>									
Total Hours by Team Member									
TOTAL CONSTRUCTION MANAGEMENT COST								\$	
Direct Charges:									
TOTAL DIRECT CHARGES								\$	
<b>TOTAL FEE</b>								<b>\$</b>	

\_\_\_\_\_  
Principal's Name

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date



## ATTACHMENT C

JVWCD Anticipated Involvement

Task/subtask	Assistant General Manager/Chief	Assistant General Manager of Supply	Project Manager/Engineer	Engineering Department Manager	Senior Business Data Analyst	Communication Department Manager	Public Information Manager	Engineering Intern	Administrative Services	Total
<b>1</b>	<b>Initial Drought Contingency Plan Steps</b>									
1.1	4		36	2					8	50
1.2	8		24	2					4	38
1.3	8		16	2		4	40		4	74
1.4			16	2				4	8	30
1.5			12	2				4	2	20
1.6			8						2	10
1.7			12	2				8	2	24
<b>2</b>	<b>Water Supplies and Demands</b>									
2.1	4		4		4					12
2.2	4		4		6					14
2.5	2		4		6					12
2.6	8		16		8					32
2.7	2		4		6	4	12			28
2.8	6		6		12			8		32
<b>3</b>	<b>Drought Monitoring Process</b>									

Task/subtask	Assistant General Manager/Chief	Assistant General Manager of Supply	Project Manager/Engineer	Engineering Department Manager	Senior Business Data Analyst	Communication Department Manager	Public Information Manager	Engineering Intern	Administrative Services	Total
3.1 Drought Indicators	8	8	24					4		44
3.2 Drought Triggers	8	8	16					4		36
<b>4 Vulnerability Assessment</b>										
4.1 Assess Supply Vulnerability	4		4	2						10
4.2 No Action Consequences	2		2	2						6
4.3 Climate Change Impacts	2	16	2		20					40
<b>5 Mitigation Actions</b>										
5.1 Drought Mitigation Measures	8		4	2						14
5.2 Initial List of Drought Projects	8		6	6						20
5.3 Short List of Drought Projects	8		4	4						16
5.4 Benefits of Projects	8		4	4						16
5.5 Implementation	8		3	1						12
<b>6 Response Actions</b>	2		8	1						11
<b>7 Operational and Administrative Framework</b>										
7.1 Drought Response Organization	2		4			4	24			34
7.2 Member Agencies Process	2		4			4	16			26
7.3 Stakeholder Process	2		8			4	8			22

Task/subtask	Assistant General Manager/Chief	Assistant General Manager of Supply	Project Manager/Engineer	Engineering Department Manager	Senior Business Data Analyst	Communication Department Manager	Public Information Manager	Engineering Intern	Administrative Services	Total
<b>8</b>	<b>Plan Development and Update Process</b>	<b>8</b>		<b>8</b>			<b>8</b>			<b>24</b>
<b>9</b>	<b>Drought Contingency Plan Document</b>									
9.1	First Draft	2	4	16	8		2	2	8	42
9.2	Second Draft	2	2	12	4		2	2	4	28
9.3	Final Report	2	2	12	4		2	2	4	28
<b>10</b>	<b>Project Management and Meetings</b>									
10.1	Project Management			60					48	108
10.2	Progress Meetings	16	16	44	12	12	4	12		116
10.2	Task Force Workshop 1 (Monitoring and Vulnerability)	8		12			8	8		36
	Task Force Workshop 2 (Mitigation and Response)	8		12			8	8		36
	Task Force Workshop 3 (Implementation and Update Process)	8		12			8	8		36
	Outreach Group Meeting 1 (Risks and Vulnerabilities)	8		12			8	8		36
	Outreach Group Meeting 2 (Draft DCP)	8		12			8	8		36

