

JORDAN VALLEY WATER CONSERVANCY DISTRICT

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

Cathodic Protection Services

Project #4207

November 2020

Summary

Jordan Valley Water Conservancy District (JVWCD) invites you to submit a Statement of Qualifications (SOQ) as defined in this request. SOQs shall be emailed to ellisad@jvwcd.org, no later than 2:00 p.m. on Tuesday December 15th 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 operates a retail distribution system in several parts of Salt Lake County. In 2019, JVWCD delivered approximately 100,000 acre-feet of municipal and industrial water to its wholesale and retail customers.

Project Background

JVWCD has over 300 miles of water pipeline connecting all JVWCD active sites including three treatment plants, 33 storage reservoirs, 14 booster pump stations, and 45 wells. These facilities are protected from cathodic degradation through various methods including coating, galvanic, and impressed current systems. Currently, these systems are monitored periodically and when issues are identified they are addressed by JVWCD staff. JVWCD would like to procure the services of a corrosion consultant to assist in providing general cathodic protection services on an as needed basis for a period of up to five years.

Specific Project Information

JVWCD currently employs coating, galvanic, and impressed current protection systems for the cathodic protection of its water treatment plants, pipelines, pump stations, and reservoirs. These systems are listed below.

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<u>Facility Name</u>	<u>System Type</u>
15000 South Pipeline	Impressed Current CP
Jordan Aqueduct Reach 1 (JA1)	Impressed Current CP
Jordan Aqueduct Reach 2 (JA2)	Impressed Current CP
Jordan Aqueduct Reach 3 (JA3)	Impressed Current CP
Jordan Aqueduct Reach 4 (JA4)	Impressed Current CP
Alpine Aqueduct Reach 3 (AA3)	Impressed Current CP
Central Pipeline Project (CPP)	Impressed Current CP
3200 W. Pipeline, CPS #1	Impressed Current CP
11400 South Pipeline	Impressed Current CP
11800 South U111 Pipeline	Impressed Current CP
9000 South Pipeline	Impressed Current CP
3200 West Pipeline/SWA, CPS #2	Impressed Current CP
10200 South Extension – 42" line	Galvanic CP
11800 South Pipeline 48"	Galvanic CP
13400 South Pipeline	Galvanic CP
SWGWTP Piping System	Galvanic CP
10200 Pipeline, 5700 West to Zone D PS	Galvanic CP
Zone D Pipeline, Zone D PS to Zone D Res.	Galvanic CP
Zone D Pump Station	Galvanic CP
Zone D Reservoir	Galvanic CP
6200 South Suction and Discharge	Monitor

In addition, JVVCD operates 3 water treatment plants, 33 storage reservoirs, 14 booster pump stations, and 45 wells which also require occasional cathodic protection services.

Project Objectives

1. Perform annual corrosion monitoring and cathodic protection surveys.
2. Perform other services related to cathodic protection on an as needed basis as requested by JVVCD.

Scope of Work

The scope of work and purpose of this Request for SOQ is to solicit submissions from qualified firms and to enter into a contract with that firm to provide cathodic protection services to JVVCD, consisting of conducting an annual cathodic protection survey and performing other related duties as required by the district for a period of up to five years.

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The annual cathodic protection survey shall include:

- Measuring pipe-to-soil potential at test sites
- Measuring rectifier output for each system
- Making visual assessments of anodes
- Making visual assessments of pipeline coatings

The selected firm may be asked to provide additional services on an as needed basis that could include, but not limited to:

- Annual reservoir condition inspection assessments
- Lead paint vault testing and containment services
- Repair damaged cathodic protection test stations
- Address AC interference
- Train JVWCD personnel on cathodic protection issues
- Mitigate areas of corrosion and degradation
- Design improvements and enhancements to current cathodic protection system

Statement of Qualification Evaluation

SOQs shall not exceed eight (8) pages in length (excluding resumes, sample drawings, and references). Provide an emailed 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 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.
- **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.

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- Past Performance: Provide information about past completed projects which the Proposer feels would be relevant. The past project performance information shall include:
 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,
 5. Original engineering fee amount,
 6. Final engineering fee amount,
 7. Original construction or equipment purchase contract amount if applicable,
 8. Final construction or equipment purchase contract amount if applicable,
 9. Completion date established in the original construction or equipment purchase contract and actual final completion date.

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) with attached Schedule B-Requirements for Engineering Services (Attachment B). Any suggested changes to the Agreement must be identified with the proposal (as an attachment), although JVVCD 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:

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- The Corrosion Engineer(s) shall be licensed as professional engineers and able to stamp drawings in the state of Utah. In addition, the Corrosion Engineer(s) must have the following professional registrations:
 - NACE CP2
 - NACE CIP1
- 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.

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 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.	0-5	1	5
b. Corrosion Engineer(s) and key team members with the education, expertise, and experience necessary as required for the project.	0-5	5	25
c. Corrosion Engineer(s) with specific experience in the items listed under the scope of work.	0-5	4	20
d. Availability of Corrosion Engineer(s) and other key team members to provide services detailed in the scope of work.	0-5	1	5
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 which show familiarity with District facilities related to this project.	0-5	3	15
3. Past Performance:			
a. Positive verified past references for the Proposing Firm indicating successful past performance on similar projects, including projects for JVVCD.	0-5	3	15
b. Positive verified past references for the Corrosion Engineer(s) and other team members indicating successful past performance on similar projects, including projects for JVVCD.	0-5	3	15
Total:			100

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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. JVVCD 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 JVVCD. If JVVCD'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 C. 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 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 issues during construction and thus fewer construction management hours.

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,

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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 JVVCD on any element of this Request for SOQs. Questions or suggestions should be submitted to JVVCD’s Project Manager, Conor Tyson at 385-236-2510 or conort@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 local 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 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:

Barton A. Forsyth
Its General Manager/CEO

By:

Its:

SCHEDULE A
ENGINEER'S SERVICES

SCHEDULE B
ENGINEER'S COMPENSATION

ATTACHMENT B

SCHEDULE B - GUIDELINES FOR ENGINEERING SERVICES

SCHEDULE B
REQUIREMENTS FOR ENGINEERING SERVICES

1. CONTINGENCY FUNDS

- A. Design Contingency funds shall not be utilized without prior authorization by the District. The use of Design Contingency funds shall be authorized in writing by District management on a task by task basis.

2. PRE-DESIGN/DESIGN PHASE

B. DRAWINGS

- 1.1 Computer-Aided Drafting (CAD) shall be used to prepare construction drawings. The drawings shall be delivered to the District in electronic form (AutoCAD 2004 or more recent) and hard copy on 11 x 17 paper.
- 1.2 Document Format:
- a. Electronic documents shall be prepared in the following versions:
- i. Spreadsheets in Microsoft Excel
 - ii. Word processing in Microsoft Word
 - iii. Presentations in Microsoft PowerPoint
- 1.3 The cover sheet shall not include approval signatures from the District, although names of District officers may be printed.
- 1.4 The drawings shall be submitted to the District for its review and comment in accordance with paragraph E of this schedule, "Review of Contract Documents."
- 1.5 All drawings shall show the District's assigned Project number in the lower, right hand corner of the sheet.

OTHER CONTRACT DOCUMENTS

- 2.1 Bidding and Contractual Documents: The Engineer shall provide Project-specific information to the District for completion of the District's standard bidding and contractual documents identified below. The Engineer shall provide the bid schedule to the District in hard copy and electronic format (Microsoft Word). The District shall print the documents.

2.2 General and Supplemental Conditions: The District will provide General and Supplemental General Conditions; to be printed on green and yellow paper, respectively.

2.3 Technical Specifications:

2.3.1 The Engineer shall prepare technical specifications in electronic form (Microsoft Word). The technical specifications shall be delivered to the District prior to the bidding in electronic form and single-sided on 8 ½ x 11 white paper.

2.3.2 The draft sets of technical specifications shall be submitted to the District for its review and comment in accordance with paragraph E of this Schedule.

2.3.3 The technical specifications shall include, but not be limited to, the following General “Divisions.”

2.3.3.1 General Requirements of the Work.

2.3.3.2 Contract Submittals – Include Submittal procedures requirements for equipment shop-drawings, record drawings, and submission of technical O&M manuals, spare parts lists, etc., prior to final payment.

2.3.3.3 Quality Control, Inspection, Testing.

2.3.3.4 Protection and Restoration of Existing Facilities.

2.3.3.5 Equipment Testing and Startup – Include requirements for testing, startup, certification of installation, and training of District personnel by manufacturer’s representative for complex equipment.

2.3.3.6 Project Closeout Procedures and Requirements – These procedures and requirements must match the requirements, in the District’s General Conditions.

2.3.3.7 Measurement and Payment – This should be explained in a separate section, or in each work item section of the technical specification.

2.3.3.8 Field Staking and Surveying – Include defining whether the Engineer or Contractor shall be responsible for field surveying and staking.

2.4 Addenda: If addenda are to be issued, each addendum will be prepared by the Engineer. The addendum will be approved, signed, and delivered by the District.

C. DOCUMENT BINDING REQUIREMENTS

3.1 With the exception of 11x17 drawings, all documents produced by the Engineer shall be bound in a three ring binder. This shall include pre-design reports, final reports, operation and maintenance manuals, etc. Drawings may be comb-bound during bidding and construction. As-constructed drawings shall be (1) comb-bound and (2) folded and included in three ring bound operation and maintenance manuals.

D. DESIGN REQUIREMENTS

4.1 All engineering designs shall include the following elements.

4.1.1 Adequate seismic bracing/anchorage of piping and equipment.

4.1.2 Provision of flexibility for differential settlement where buried piping and/or electrical conduit penetrates concrete vaults or basements.

4.1.3 All other standard engineering design issues shall be addressed.

E. REVIEW OF DRAWINGS AND TECHNICAL SPECIFICATIONS

5.1 The Engineer shall prepare one electronic set (PDF) and one photo copy ready paper set of drawings and technical specifications for review by the District.

5.1.1 Review documents shall be provided at the following minimum progress landmarks: ten percent (10%), thirty percent (30%), fifty percent (50%), ninety percent (90%) and one hundred percent (100%). If specified in the Scope of Work (Exhibit A) more landmarks may be required. A two-week minimum review period shall be allowed for review of the drawings and technical specifications at each progress landmark. At each progress landmark the Engineer shall

meet with the District for two to four hours to receive its comments and direction.

5.1.2 The Engineer shall return to the District, with each subsequent specification to be reviewed, all documents reviewed by the District during the previous submittal.

F. RIGHT-OF-WAY DESCRIPTIONS

Unless otherwise specified by the District, the Engineer will prepare legal descriptions for right-of-way to be acquired by the District from ownership plats and deeds, rather than by the actual survey. The District will prepare easement and other documents, utilizing legal descriptions prepared by the Engineer. Legal descriptions shall be in a metes and bounds format acceptable to the local County Recorder, which may record the document(s).

3. CONSTRUCTION SERVICES PHASE

A. PROJECT PERSONNEL

1.1 Engineer: The Engineer shall represent and perform Engineering Services for the District within the scope of authority delegated to it by the District as described in this Schedule B.

1.2 The Engineer will appoint, subject to the District's approval, the following personnel:

1.2.1 Project Manager: The individual designated by the Engineer and approved by the District to oversee and manage the administration of the Contract. The Project Manager shall supervise the Project Representative; alternatively, the Project Representative may also serve as the Project Manager as provided in Article IV of the Agreement.

1.2.2 Project Representative: The individual of the Engineer's firm appointed as Project Representative will be the Engineer's chief representative in all construction site relations with the Contractor and will have all authority and responsibility as set forth in the District's General Conditions of the Contract.

1.2.3 Other Personnel: The Project Manager may assign, and will supervise, such portions of contract administration

duties as he deems necessary, such as reviewing submittals, performing design changes, and substituting for the Project Representative on the construction site during brief absences of the appointed Project Representative. During brief absences of the assigned Project Representative the Project Manager will first send written notice to the Contractor and will notify the District.

B. CONTRACT EXECUTION ASSISTANCE

- 2.1 The District will issue the Notice of Award and Notice to Proceed to the Contractor.
- 2.2 Following Contract execution by the District, fully executed Contracts will be distributed by the District as follows:

District One (1) Set
Contractor: One (1) Set
Engineer: One (1) Set

These three (3) sets will be bound in three-ring binders.

C. PRE-CONSTRUCTION CONFERENCE

- 3.1 The Project Manager and Project Representative shall familiarize themselves with the District's General Conditions of the Contract.
- 3.2 The Project Manager will prepare a Pre-Construction Conference agenda, and conduct such a conference with the Contractor and applicable third parties at the District's office or on-site. The Project Representative and District Representative shall be present. The agenda should cover the key points of the Contract Documents, including the General Conditions of the Contract, as well as other Project administration matters.

D. SUBMITTAL/SUBSTITUTIONS

- 4.1 The Project Manager shall review, process, and recommend approval/disapproval of Contractor submittals and substitution requests. Copies of each Contractor submittal and substitution request shall be sent to the District, together with the Project Manager's recommend action.

The District will direct the Engineer to approve/disapprove each submittal and substitution request.

E. INSPECTION/TESTING

- 5.1 The Project Representative will make all on-site inspections, with the general frequency and duration as directed by the District.
- 5.2 The Project Representative is authorized to order such tests as he deems necessary for proper administration and inspection of the Project, however, with respect to any such test to be performed by independent firms presently contracting directly with the District, the firm so contracting will be designated by the District to perform the tests. Reports of all test results, or test summaries, shall be submitted to the District by the Project Representative.
- 5.3 The Project Representative shall keep a daily written log of construction activities at the site during each visit. Copies of the daily log shall be sent to the District on a monthly basis.
- 5.4 The Project Representative's daily log shall include a comment of whether or not any event or circumstance has developed in the Contract or Project, which in the Project Representative's professional judgment may lead to a claim or protest from the Contractor. The Project Representative shall notify the District immediately of such an event or circumstance, receipt of a written claim or protest, or his becoming aware of events which may lead to such a claim, from the Contractor.
- 5.5 The Project Representative shall send to the District copies of notes from telephone calls or meetings with the Contractor that, in the opinion of the Project Manager, are significant.
- 5.6 The Project Representative shall take digital photographs of the construction in progress during each phase of the work. The Project Manager shall prepare a photographic history of the work as described in paragraph 10.3. The format of the digital photographs shall be in accordance with paragraph 10.3. Photographs shall be submitted periodically to the District during the construction phase of the work.

F. CHANGES IN THE WORK

- 6.1 Field Order: The Project Representative is authorized to, and shall issue all field orders in writing, as described in Article 1.14 of the General Conditions of the Contract. The Project Representative shall submit a copy of each field order to the District.
- 6.2 Change Orders: The Project Representative and Project Manager are not authorized to approve Change Orders. Change orders may be initiated by the District, by recommendation from the Project

Manager, or by claim of changed conditions by the Contractor. Change orders will be initially reviewed by the Project Manager, then forwarded with a recommendation to the District. The District shall consider if the recommendation is consistent with the Contract Documents, and if acceptable, the District will prepare the change order form for approval by the authorized District staff.

- 6.3 Emergencies: The District acknowledges that in emergencies immediately affecting the safety or protection of persons or property affected by the construction activities, the Contractor, without special instruction or authorization from the Project Representative or the District, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Representative prompt written notice of any significant changes in the Contract construction or deviations from the Contract Documents caused thereby.

G. PROGRESS MEETINGS

- 7.1 The Project Representative and/or the Project Manager shall attend progress meetings conducted by the Contractor, and shall document the content of the meetings with minutes. Progress meetings will be scheduled at a location and frequency suitable to the project needs. A District Representative will normally attend these meetings.

H. PROGRESS PAYMENTS

- 8.1 The Project Representative shall receive applications for payment from the Contractor, review and recommend the applications by signature. The Project Representative's signature recommending a progress payment shall constitute the verification of the representations required by the Agreement and the Contract.
- 8.2 The Project Manager will review the applications, approve them by signature, and submit them to the District within five business days of receipt from the Contractor.
- 8.3 Each application for payment shall contain the Contractor's certification and signature substantially in conformance with the following:

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the

Contract referred to herein have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through ____ inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by bond acceptable to Owner).

Contractor (Name of Sole Ownership, Corporation or Partnership)

Signature of Authorized Representative

Title

Date

8.4 In accordance with State Law, the District will retain 5% of progress payments until the final payment and final completion of the Project.

4. PROJECT CLOSEOUT

1.1 The Project Manager shall be responsible to see that closeout procedures and documents, as specified in the District's General Conditions, are carefully observed. The following standard District forms, or similar forms of the Engineer acceptable to the District, will be used.

1.1.1 Contractor's Certificate of Substantial Completion

1.1.2 Engineer's Notice of Substantial Completion

1.1.3 Contractor's Certificate of Final Completion

1.1.4 Engineer's Notice of Final Completion

1.1.5 Consent of Surety for Final Payment

1.1.6 Affidavit of Payment (from Contractor)

1.2 The Project Manager will submit original copies of the Contractor's Certificates of Substantial and Final Completion to the District.

1.3 The Project Manager shall prepare and sign the Engineer's Certificate of Substantial Completion, a copy of which is attached.

- 1.4 The Project Manager will prepare, sign and submit the Engineer's Notice of Final Completion, together with the Final Payment application and all submittals required from the Contractor, when he is satisfied the work is complete. A copy of the Engineer's Notice of Completion is attached. The District's acceptance, as Owner, of the Notice of Final Completion will be evidenced by its making final payment.

5. OPERATION AND MAINTENANCE MANUAL

- 1.1 The Project Manager shall prepare an Operation and Maintenance Manual ("O&M Manual") for the Project. The O&M Manual shall be completed within seven (7) calendar days of Substantial Completion of the work. The intent for the O&M Manual is to be a reference for unfamiliar users of the Project facilities to become familiar with the operation of the facilities, receive direction on how and when to maintain the facilities, and be able to locate technical support reference when necessary.

The District wishes to have the O&M Manual in electronic format as much as possible. Although certain formats of electronic documents are defined in this Agreement, the District recognizes that technology will change and improve over time and encourages the Project Manager to look for creative ways of providing O&M Manuals in electronic versions as much as possible. For example, the Project Manager could require the Contractor to submit O&M Manual information in HTML, PDF or another universal standard electronic format that could be easily accessed by the District in the future.

The format of the O&M Manual shall be as follows:

Volume I (By Engineer):

- Section 1: Description of Facilities, Typical Operating Conditions, Standard Operating Procedures
- Section 2: Description of Proper Maintenance Activities
- Section 3: List of Equipment and Suppliers
- Section 4: Contract Documents and Specifications
- Section 5: Record Drawings (see 10.2)
- Section 6: Project Photo Log (see 10.3)
- Section 7: Other Pertinent Documents
- Section 8: Compact Disc

Volume II (By Contractor):

Section 7: Shop Drawings

Section 8: Manufacturer's Literature and Operations & Maintenance Manuals

All the information in Volume I shall be in an electronic format as well as in paper format.

Unless specifically identified in the request for proposal, the Project Manager shall supply four (4) copies of the O&M Manual complete with electronic versions of information contained in the O&M Manual and one (1) additional copy of the electronic information.

- 1.2 The Project Manager will revise the original drawings to reflect record conditions, from the Contractor's marked-up record drawings and the Project Representative's inspection notes, sign and stamp them as follows:

JVWCD RECORD DRAWINGS:

Revisions drawn by _____ Date: _____

This record drawing has been prepared to reflect conditions as actually constructed, from records compiled during construction by the Contractor and the Engineer.

Project Manager

Date

The record drawings are not intended to show in detail the exact location of minor/latent detail of construction. Instead, they are intended to represent as-built conditions in as much detail as practical and available, and to document substantial changes from the original design. The District recognizes that much of the information required to prepare the record drawings is compiled by the Contractor or others during construction, and therefore holds the Engineer harmless from any errors or omissions which may be incorporated into the drawings as a result.

The record drawings will be delivered to the District following Project completion. The record drawings shall be submitted in electronic ((a) AutoDesk AutoCAD and (b) Adobe PDF format) and (c) paper (11x17) format.

- 1.3 The Project Manager shall submit the complete photo history of the Project compiled during construction. The photo history shall be in electronic and paper formats. Both versions shall contain all photographs in chronological order with a date and caption below each photo.

The electronic version shall contain 4" x 6" photos in a JPEG format with a resolution of 150 dots per inch (DPI) or higher. If compressed the compression must be a high quality compression.

The paper version shall contain thumbnail-size photographs with no more than twelve (12) photos per 8-1/2" x 11" page.

ENGINEER'S NOTICE OF SUBSTANTIAL COMPLETION

OWNER

ENGINEER

TO: Jordan Valley Water
Conservancy District
8215 South 1300 West
West Jordan, UT 84088-0070

PROJECT NAME: _____

Date of Notice to Proceed: _____ Contract Time: _____
Calendar Days _____

In response to Contractor's Certificate of Substantial Completion dated: _____

This Certification of Substantial Completion applies to all work under the Contract Documents or to the following specified parts thereof:

The work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and that work is hereby declared to be substantially complete in accordance with the Contract Documents on:

Date of Substantial Completion: _____, 20____.

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the Contractor to complete all the work in accordance with the Contract Documents. In accordance with the General Conditions, the items in the list shall be completed or corrected by the Contractor within 45 days of the above date of Substantial Completion.

Marked-up record drawings and operation and Maintenance technical information has been received from the Contractor.

The recommended responsibilities between the Owner and the Contractor for security, operation, safety, maintenance, heat, utilities and insurance, if any, shall be as follows:

Owner: _____

Contractor: _____

ENGINEER'S NOTICE OF SUBSTANTIAL COMPLETION (Continued)

The following documents are attached to and made a part of this Certificate:

Execution of this Certificate by the Engineer extends the Contractor's release of claims against the Owner to the date of execution hereof, in accordance with Article 14.08 of the General Conditions, except for written claims filed prior to date of execution, of which the following, if any, are known to the Engineer:

Executed by the Engineer on _____, 20__.

_____	_____
Project Representative	Signature

_____	_____
Project Manager	Signature

The Contractor hereby acknowledges receiving this Certificate of Substantial Completion.

Contractor (Name of Sole Ownership, Corporation or Partnership)

Signature of Authorized Representative

_____ _____
Title Date

(Engineer shall submit to the Owner a copy with the Contractor's signature following the Contractor's receipt.)

JORDAN VALLEY WATER CONSERVANCY DISTRICT

ENGINEER'S NOTICE OF FINAL COMPLETION

OWNER

ENGINEER

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

PROJECT NAME: _____

Date of Notice to Proceed: _____

In response to Contractor's Certificate of Final Completion dated: _____

On the basis of our observation of the work during construction and final inspection, and on our review of the Contractor's application for final payment and accompanying documentation, we are satisfied that the Contractor has fulfilled all his obligations under the Contract Documents requisite to final payment.

The following remaining minor deficiencies in the work are recommended to be exempt from final payment, in accordance with Article 14.09 of the General Conditions of the Contract. Recommended completion time limits, extended warranty requirements, and the value of these exempt deficiencies are listed below:

DEFICIENCY	COMPLETION TIME	VALUE

The Contractor's application for final payment together with the following contractor submittals, which comprise all final submittal requirements under the Contract Documents, are submitted herewith:

1. Affidavit of Payment from the Contractor.
2. Consent of Surety for final payment.

ENGINEER'S NOTICE OF COMPLETION (Continued)

The date of our satisfactory final inspection was _____, 20____. This date marks the beginning of the one-year Maintenance and Guarantee period, in accordance with Article 13.01(B) of the General Conditions of the Contract.

Acceptance of final payment by the Contractor shall be a release of claims against the Owner in accordance with Article 14.12 of the General Conditions of the Contract. Acceptance of this Notice of Completion by the Owner makes the Contractor's release effective on the date of execution hereof by the Engineer, excepting written claims filed by the Contractor prior to said date of execution of which the following are known to the Engineer:

Is the Engineer aware of any unresolved liens against the Contractor from suppliers or subcontractors?

Yes

No

Unresolved Liens (If Applicable):

Executed by the Engineer on _____, 20____.

Project Representative

Signature

Project Manager

Signature

ATTACHMENT C

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

Principal's Name

Principal's Signature

Date

