

Metropolitan Water District of Salt Lake & Sandy

3430 East Danish Road, Cottonwood Heights, UT 84093

Phone: 801-942-1391 Fax: 801-942-3674

www.mwdsls.org



NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS

LCWTP ADMINISTRATION CAMPUS IMPROVEMENTS PROJECT (DISTRICT PROJECT No. LC071)

The Metropolitan Water District of Salt Lake & Sandy (District) invites the submittal of Statements of Qualifications (SOQs) from qualified professionals (Consultant) interested in the design, bid, and engineering services during construction for the Little Cottonwood Water Treatment Plant (LCWTP) Administration Campus Improvements Project.

This request for SOQs will be posted on the District's website and on the Utah Public Procurement Place.

BACKGROUND

The LCWTP Administration Campus (building and parking lot) was constructed in 2000. These facilities accommodate District staff and Information Technology (IT) infrastructure. A new server room is required to replace antiquated equipment; accommodate additional fiber runs and server equipment; and improve HVAC, UPS, and fire suppression systems. Improvements to the LCWTP access road, parking lot, and infrastructure are also required.

SCOPE OF SERVICES

The Consultant shall ensure that the following tasks are performed and shall perform any related work necessary to accomplish the tasks outlined herein. The professional engineering and architectural services provided as part of this request shall, at a minimum, provide the following:

Task 1 – General Contract Administration/Meetings/Project Coordination

- 1.01 Project Management and Coordination:* Manage project schedule and budget. Tasks to include invoicing, progress and schedule updates, management of project team and sub-consultants, and general coordination necessary to deliver the required scope of services. Project expenses will be tracked separately for the server room, parking lot, and landscaping.
- 1.02 Kickoff and Progress Meetings:* Conduct a project kickoff meeting and project coordination meetings with District staff. Assume one (1) kickoff meeting and three (3) coordination meetings at the District's office. These coordination meetings will be at the 30, 60, and 100 percent design reviews. Consultant shall prepare a meeting agenda prior to the meeting and minutes following the meeting and circulate both documents to attendees for review. The final minutes should emphasize action items agreed to and decisions made in the meeting(s).

Task 2 – Preliminary Design (30% Design)

2.01 Project Management and Coordination: Provide project management and coordination services necessary for the preliminary design.

2.02 Preliminary Design:

- Establish and develop final design framework for the following items:
 - Server room layout and uses, including electrical, HVAC, and fire suppression.
 - LCWTP access road including security and utility improvements.
 - Fiber and electrical conduit runs and pull boxes.
 - Parking lot layout, including parking, lighting, dumpster, and plant access location.
 - Landscaping options.
- Confirm existing utilities.
- Conduct geotechnical investigations as appropriate.
- Conduct survey, as required.
- Conduct seismic and structural design, as appropriate.
- Development of a permitting list for the project and contact information for respective permitting agencies.
- Determine preferred construction methods to limit disruption to the Administration Building and site access.

2.03 Preliminary Design Report (30% Design): Consultant shall prepare a Preliminary Design Report (PDR) that organizes and presents the information from Task 2.02 including, but not limited to, plans/layouts, illustrations, specifications, calculations, report, and research documents. Assume two weeks' time for internal review. Provide the report in PDF.

2.04 Preliminary Design Report Probable Cost: The consultant shall include a preliminary cost estimate for the project based on the recommendations in the PDR.

Task 3 – Final Design

3.01 Project Management and Coordination: Provide project management and coordination services necessary during the completion of the final design.

3.02 Design: Consultant shall provide construction documents consistent with the recommendations specifically addressed in the final PDR. Consultant shall prepare and submit 60 and 100 percent construction documents of the project for District review. Specifications shall be submitted at the 60 and 100 percent levels. Any comments received will be incorporated into the final design product.

3.03 Cost Estimate: Consultant shall include a cost estimate for the project at the 60 and 100 percent stages of design.

3.04 Documents: Consultant shall prepare final ready-to-print design, bidding, and construction documents for the project in PDF.

Task 4 – Bidding Services

4.01 *Bidding Services:* Consultant shall perform all necessary tasks to bid work including, but not limited to, conducting a pre-bid meeting, answering bidding questions, preparing and distributing addenda, maintaining a bidder log (if necessary), assisting in the bid opening, evaluating bids for accuracy and completeness, and providing a written recommendation of award.

Task 5 – Permitting

5.01 *Permitting:* Consultant shall identify any permit requirements for the project and prepare permits for the District to submit to each permitting agency. Consultant shall incorporate comments from the agencies and revise the permits as necessary.

Task 6 – Engineering Services During Construction (ESDC)

6.01 *ESDC.* Consultant shall provide engineering services during construction including but not limited to:

- Review schedules, field orders, work change directives, and change orders.
- Respond to requests for information.
- Document management, submittal, and claims review.
- Field inspection services.
- Review contractor progress payments.
- Coordinate construction materials testing.
- Coordinate specialty inspections (e.g., electrical).
- Prepare record drawings.
- Warranty period walkthrough (11-month).

ESDC is not part of the initial RSOQ scope and may be awarded as a separate contract after design and bidding.

ADDITIONAL MATERIAL

A conceptual design outlining the project is included at Attachment A. The following additional information will be made available by the District to the selected consultant following notice to proceed and after nondisclosure forms are executed:

- LCWTP Site Improvements and Server Room Expansion – Conceptual Estimate (Hazen and Sawyer, November 2023).
- LCWTP Administration Building Parking Lot – Asphalt Core Samples (Wilding, 2019).
- LCWTP Office Building – As-Built Drawings (ASWN, December 1999).

The District desires to complete design by March 31, 2025 for construction bid in April 2025.

Consultants are encouraged to expand the scope to include optional tasks if deemed necessary for successful completion of the project.

The Consultant shall execute the Professional Services Agreement included as Exhibit B.

SUBMITTAL REQUIREMENTS

Consultants are advised to adhere to the submittal requirements of this Request for SOQs. Failure to comply with instructions of this Request for SOQs may cause the SOQ to be rejected. Submittal of an SOQ in response to this request constitutes acceptance of all requirements outlines herein.

The SOQ should not exceed 10 pages in length (the page limitation does not include front and back covers, cover letter, dividers, or resumes) and include the following:

- Firm Profile and Experience
 - A brief description of the Consultant, including the number of years in business, company history, primary vision and strategy, number of employees, and office locations.
 - Name, title, mailing address, email address, and telephone number of the primary contact person for the Consultant. Describe the location of the key program team members' project office(s).
 - Name, title, mailing address, email address, and telephone number of the individual with authority to negotiate and contractually bind the company (who will sign the Professional Services Agreement).
 - Provide an organization chart setting forth the positions, functions, and roles to be performed by key project team members. Describe the experience and history of key project team members in the design and construction of projects of similar size and scope. Include a list of relevant past projects.
 - Financial details demonstrating the Consultant's financial capacity.
 - Demonstrate and confirm the Consultant's commitment and ability to provide sufficient staffing with qualified individuals throughout the project.
 - Describe the Consultant's approach to program/project management, including management of change, risk, and crisis management.
- Project Approach
 - Consultant shall share how the project team would approach the project design and coordination with the District to ensure a successful project.
 - Provide a schedule showing how the Consultant will complete the project design and bid within the timeline described in this Request for SOQs.

- References from at least three customers, companies, or other entities for projects of comparable size and scope. The following information must be included for each client reference:
 - Client name and location (city and state);
 - Contact person name, email address, and telephone number;
 - Brief description of the program/project;
 - Consultant's role in the program/project;
 - Total dollar value of the program/project; and
 - Duration of program/project.
- Statement indicating the firm will comply with the terms and conditions of District's standard Professional Services Agreement (attached), including the insurance requirements listed in the document. Any exceptions to the terms, conditions, or requirements found in the standard Professional Services Agreement must be identified and included with the SOQ. Such exceptions will be considered in the evaluation and award processes. The District shall be the sole determiner of the acceptability of any exception.

Do not include a schedule of fees and expenses as part of the SOQ. Cost is not part of the selection criteria. The Consultant will be asked to provide the schedule of fees and expenses after selection.

The District reserves the right to request clarification of any item in an SOQ or to request additional information necessary to properly evaluate SOQs. All requests for clarification and responses will be via e-mail.

The District's request for SOQs does not obligate the District to award any contract or to pay any costs incurred in the preparation of an SOQ, interview, or associated materials.

The District is subject to the Utah Government Records Access and Management Act, Utah Code Ann. § 63G-2-101, et. seq. (GRAMA). If a Consultant claims any portion of their SOQ contains proprietary information they are responsible to understand and implement any protection provided by GRAMA. The District will not be bound by any instructions, etc. contained in an SOQ, but rather, will only be governed by GRAMA and District GRAMA regulations. All materials become the property of the District and may be returned at the District's option.

EVALUATION AND SELECTION PROCESS

A selection committee consisting of District representatives will evaluate the SOQs. The recommendation of the selection committee will be presented to the General Manager and Board of Trustees for action.

SOQs will be evaluated based upon the following criteria:

1. Consultant project manager experience and qualifications (32%)
2. Consultant project team experience and qualifications (18%)
3. Approach, scope of work, schedule, and ability to comply with terms and conditions of the Professional Services Agreement (26%)
4. References from three customers, including past experience with the District
Consultant's ability to comply with the terms and conditions of the Professional Services Agreement (18%)
5. Overall quality (e.g., presentation, creativity, clarity) of SOQ (6%)

The District will be the sole judge as to which SOQs best meet the selection criteria. The District reserves, at its sole discretion, the right to reject any or all responses received, to waive any submission requirements contained within this request for SOQs, or to waive any irregularities in any submitted response.

For questions regarding this solicitation or to submit an SOQ, please contact the Project Manager:

Ammon Allen, Engineering Manager
Metropolitan Water District of Salt Lake and Sandy
allen@mwdsls.org
(801) 942-9687

The District's offices are located at 3430 East Danish Road in Cottonwood Heights, Utah 84093.

SCHEDULE

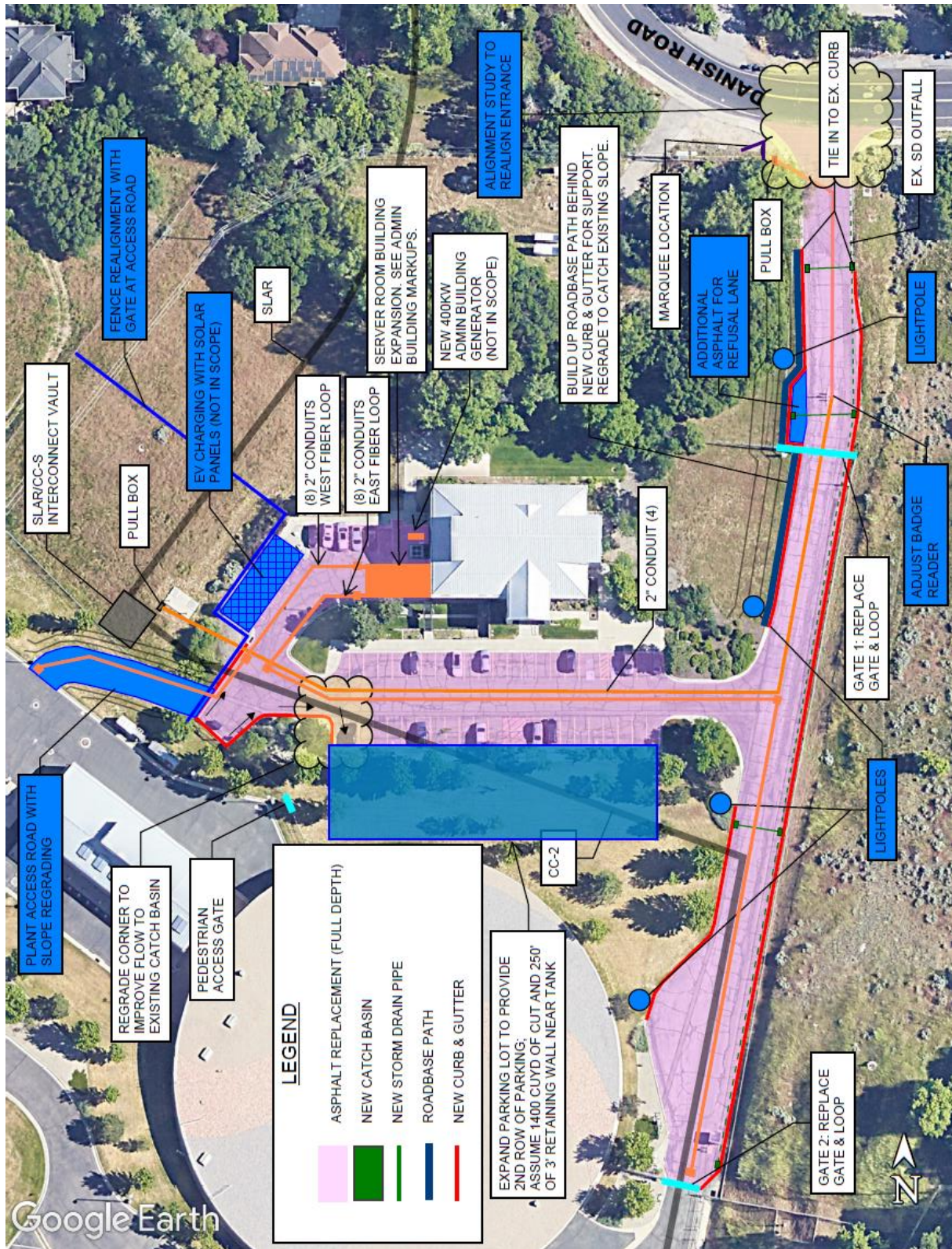
A schedule of key dates for the SOQ process is as follows:

1. SOQ due: April 16, 2024 at 2:00 p.m.
2. Interviews (if needed): April 24 – 25, 2024
3. Fee negotiation complete: May 16, 2024
4. Board action: June 17, 2024

Complete SOQs should be submitted in PDF to Breana Jackson at bjackson@mwdsls.org. The submission deadline is 2:00 p.m. on Tuesday, April 16, 2024. It is the Consultant's responsibility to assure delivery of its submittal. SOQs received after the 2:00 p.m. deadline will not be considered.

ATTACHMENTS

- A. Conceptual Design
- B. Professional Services Agreement



Attachment B
Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

LCWTP ADMINISTRATION CAMPUS IMPROVEMENTS

Last updated: March 12, 2024

This Professional Services Agreement (Agreement) is made and entered into this ____ day of _____, 2024, by and between the Metropolitan Water District of Salt Lake & Sandy (District) and [*Company*], a [*state*] corporation (Consultant).

PURPOSES

The expertise of Consultant is required by the District in order to support District staff. Consultant was selected through a competitive Statement of Qualifications process in accordance with Utah Code § 63G-6a-1501, et. seq. and District procurement regulations. The Consultant and its principals and employees are qualified by experience and training to provide, and the Consultant has indicated an interest and a willingness to perform, these services for the District. The parties desire to have in place an agreement which describes the terms and conditions under which Consultant will perform the described work.

TERMS

In consideration of the mutual benefits described in this Agreement, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Consultant will perform those services required for design for the LCWTP Administration Campus Improvements as described in Exhibit A attached, which is incorporated by reference into this Agreement as if restated here.
2. SERVICES OF CONSULTANT. Consultant shall provide services to District as an independent contractor in accordance with the applicable professional standards of care, and in a reasonably timely, efficient, and professional manner, consistent with this Agreement.
3. RESPONSIBLE STAFF MEMBERS. Responsible principals or staff members of Consultant, and any sub-consultants identified by name in each Task, shall be committed to the Task. Upon submitting a request for payment for services, Consultant shall provide verification of the names of staff members, their respective rates, and the number of hours worked by each staff member. Responsible principals or staff members, or sub-consultants, who retire, quit, or die shall be replaced by individuals who are equally qualified, each of whom shall be subject to District's approval under this Agreement. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement.
4. CONTRACT PRICE. The services described in Exhibit A for the LCWTP Administration Campus Improvements is awarded on a time and materials basis not to exceed the amount of \$_____. Consultant shall receive payment based on the hourly rates and expenses described in the Consultant's schedule of fees and expenses included with Exhibit A.

5. SCHEDULE OF PAYMENTS. Consultant shall submit reasonably detailed invoices each month for any work performed. Invoices shall refer to District's project name and number. District shall remit payment to Consultant within thirty (30) days of receipt of each request for payment that is presented in the proper form.

6. PERIOD OF SERVICE. This Agreement shall be effective upon signing and shall terminate on June 30, 2025.

7. DISTRICT'S RESPONSIBILITIES. District shall provide Consultant with such information as is available to the District and as may be reasonably requested by the Consultant related to the work and Consultant shall, to the extent reasonable under the circumstances, be entitled to use and rely upon all such information in performing its services. District will examine all documents submitted by Consultant to District and, if requested by Consultant, District will render decisions relative thereto in a timely manner in order to avoid unreasonable delay in the progress of Consultant's services. District shall provide Consultant access to District facilities and premises, and act reasonably to provide necessary access to private property, as may be reasonably requested by Consultant.

8. SECURITY AND OWNERSHIP OF INFORMATION. District facilities are critical public infrastructure. Certain information that District must provide to Consultant for Consultant to perform its work is very security sensitive. The Consultant will strictly comply with District written security protocols provided by the District to Consultant as these written security protocols may be changed from time to time. Such protocols may include, but are not limited to, restrictions of numbers of copies to be kept in any form by Consultant, the form of the information storage, the security precautions to be followed, restrictions as to who may have access to information, the confidentiality agreement to be signed by individuals before they may be given access, the methods and means by which copies of information will be destroyed upon completion or termination, the methods and means by which destruction will be verified to District, the steps that will be taken by Consultant in the event of any breach or suspected breach of security or security protocols. District security protocols and any changes which are provided to Consultant will be immediately complied with by Consultant. If Consultant has concerns or questions regarding such protocols or changes to protocols such concerns will be brought to District's attention immediately.

Each document and each item of information prepared in the performance of this Agreement, whether in hard copy or electronic form, is the property of District, including, but not limited to, tracings, drawings, estimates, field notes, investigations, design analyses, studies, computer programs, or other data. Consultant shall sign and affix its professional seal(s) to all final plans, technical specifications, and consulting data prepared in the performance of this Agreement.

9. COMPLETENESS AND ACCURACY. Consultant shall be solely responsible for the completeness and accuracy of all of its final work product, including, but not limited to, plans, supporting data and technical specifications prepared pursuant to this Agreement. Consultant shall be responsible to District for any error or omission by any of its employees, subcontractors or suppliers. Consultant shall correct all errors or omissions at its own expense. This provision is not intended to prevent Consultant from seeking reimbursement or indemnity from any employee,

subcontractor or supplier. Any additional cost or damages incurred by District as a result of such errors or omissions shall be the responsibility of Consultant.

10. RIGHT OF TERMINATION. District reserves the right, at its discretion, to terminate this Agreement, or to abandon any portion of Project issued hereunder at any time. In the event District terminates this Agreement or abandons any portion of Project hereunder, District shall notify Consultant in writing. Immediately upon receipt of such notice, Consultant shall discontinue services as directed by District and deliver to District all drawings, technical specifications, hard copy and electronically stored information, computer programs and data, estimates, and any other documents or items of information, in whatever form or media, developed or gathered by Consultant in the performance of this Agreement, whether entirely or partially completed, together with all materials supplied by District. Consultant shall document its services through the termination date, and submit such documentation to District for its evaluation. Consultant shall receive compensation for services performed up through the date of termination or abandonment.

11. INDEMNIFICATION AND INSURANCE. In no event will any fault of Consultant or Consultant's employees or contractors be reapportioned to District, its officers, Trustees or employees. Consultant will indemnify and hold District and its officers, Trustees and employees harmless from any such reapportionment of fault.

To the extent that the District is not otherwise indemnified by a policy of insurance, Consultant will indemnify the District from any claim of third parties to the extent caused by Consultant's breach of this Agreement or by the negligence or other fault of Consultant, or that of any of Consultant's employees or subcontractors. Any invalidity of any portion of this indemnification duty will not defeat any remaining portion of this described indemnification duty. This indemnity shall be interpreted to provide the District and its Trustees and employees with indemnity to the greatest extent allowed by law.

Consultant, at its own cost and expense, shall secure and maintain policies of insurance in accordance with Exhibit B.

12. INSPECTION OF CONSULTANT'S RECORDS. Consultant shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all costs incurred by Consultant and billed to District. Consultant shall maintain records necessary to confirm compliance with District security protocols. Such records shall be available to District during Consultant's normal business hours for a period of one year following the date of final payment under this Agreement.

13. WAIVER OF CLAIMS. Prior to acceptance of final payment, Consultant shall submit in writing to District any known claim that Consultant or any of Consultant's employees, sub-consultants or subcontractors may have against District or any of its employees. The acceptance of final payment by Consultant will constitute a waiver of any such claim other than those claims previously made in writing and submitted to District. Consultant shall hold District harmless from any claims, including costs and attorneys' fees, by any of Consultant's employees, sub-consultants or subcontractors which are not made in writing prior to acceptance of final

payment. The tendering of final payment by District will not constitute a waiver of any claim District might have against Consultant, whether known or unknown at the time such payment is made.

14. SUCCESSORS AND ASSIGNS. The services to be provided by Consultant under this Agreement shall not be subcontracted or assigned without the prior written consent of District. This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

15. NOTICES AND APPROPRIATE LINES OF COMMUNICATION. Except to the extent necessary to respond to emergencies, communications regarding material matters relating to this Agreement shall be deemed given when mailed or delivered to:

If to District To:

Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093

If to Consultant To:

[Firm]
Attn: [Contact]
[Address]
[Address]

Each party may change the designation of the addressee or the address for that party to receive notice by sending written notice of the change.

16. GOVERNING LAW AND JURISDICTION. This Agreement shall be enforced and governed under the laws of the State of Utah, and jurisdiction for any action based on this Agreement, whether brought by District or Consultant, shall be with the District Court of Salt Lake County, State of Utah.

17. SPECIAL PROVISIONS. Consultant shall comply with all applicable federal, state and local laws and ordinances, and shall not discriminate against any person on the basis of race, color or national origin in the performance of this Agreement. Any terms which District, as a governmental entity is mandated by applicable statute or regulation to include in this Agreement, including any terms which are mandated by applicable provisions of the Utah Procurement Code, shall be considered a part of this Agreement.

18. PARTIAL INVALIDITY. If any portion of this Agreement is determined to be invalid, the remaining portions of this Agreement shall remain valid and enforceable.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the parties and cannot be altered except through a written instrument signed by the parties.

20. NO THIRD PARTY BENEFITS INTENDED. This Agreement is not intended to create rights in any person or entity who is not a party to this Agreement.

21. REPRESENTATION OF AUTHORITY. Those persons signing as representatives of the parties warrant and represent they have been duly authorized to sign on behalf of the party they represent.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the ____ day of _____, 2024.

DISTRICT:
Metropolitan Water District of Salt Lake & Sandy

By: _____
Annalee Munsey, General Manager

CONSULTANT:
[Consultant name]

By: _____
[Name, Position]

Exhibit A
Scope of Work and Fee

[to be supplied by Consultant after selection]

**INSURANCE AND BOND REQUIREMENTS FOR
PARTIES ENTERING INTO AGREEMENTS WITH METROPOLITAN WATER
DISTRICT OF SALT LAKE & SANDY**

Last Update: August 8, 2023

Consultant shall maintain, at no cost to the District, the following insurance, and provide evidence of compliance satisfactory to District.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by District in advance, Consultant and all of Consultant's Sub-consultants shall maintain limits no less than:

1. **GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):**
 - i. Combined Single Limit (Bodily Injury and Property Damage):
 1. \$2,000,000 Per Occurrence
 - ii. Personal Injury (including completed operations and products liability):
 1. \$2,000,000 Each Occurrence
 - iii. General Aggregate:
 1. \$3,000,000
 - iv. Products - Comp/OP Aggregate:
 1. \$3,000,000
 - v. Limits to apply to this project individually.
2. **AUTOMOBILE LIABILITY:**
 - i. \$2,000,000 Per Occurrence
 - ii. "Any Auto" coverage required.
3. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:**
 - i. Workers' compensation statutory limits.
 - ii. Employers Liability statutory limits.
4. **PROFESSIONAL LIABILITY:**
 - i. \$2,000,000 Per Claim
 - ii. \$3,000,000 Aggregate

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the District, its trustees, officers, and employees as additional insureds; or the Consultant may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of the District, its

trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. The District does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Consultant shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed.

D. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved in writing by the District.

E. VERIFICATION OF COVERAGE

Consultant and all of Consultant's Sub-Consultant's shall furnish District with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to the District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Consultant shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time District may increase the requirement for a liability limit by providing reasonable written notice to Consultant of such a change.