

Midvalley Improvement District
Request for Qualifications
Masterplan, Impact Fee Facility Plan, Impact Fee Analysis, and Rate Study

A. Purpose of Request for Qualifications

The Midvalley Improvement District (MID) is requesting Statements of Qualifications from qualified consulting firms to provide civil engineering services to update our 2019 Sewer Master Plan (MP), Impact Fee Facility Plan (IFFP), Impact Fee Analysis (IFA), and Sewer Rate Study (SRS).

The Scope of Services required by MID is included in attached Appendix A.

B. Instructions to Interested Parties

Firms interested in providing this service must submit **one** copy of their qualifications, in a sealed envelope, to the Midvalley Improvement District, 160 E. 7800 South, Midvale, Utah, Attention: Brad Powell, General Manager. Clearly label the outside of the envelope: "Qualifications for 2022 Sewer Master Plan Update." Qualifications will be accepted no later than 5:00 p.m., Utah time, on Monday, December 6, 2021. Any qualifications received after that time will not be considered.

C. Basic Qualifications

The selected Engineering Consultant (consultant) must have experience in providing complete impact fee analysis, sewer system master planning, and user rate analysis. The Engineering Consultant will work closely with Midvalley Improvement District, South Valley Water Reclamation Facility, Midvale City, and Sandy City to gather all information regarding current and future capacity and future growth within the MID service area. In addition, the consultant will need to run the district's current InnoVize InfoSewer computer model of the sewer collection system to identify areas that may need upgrading and areas that will handle new growth.

All statements of qualifications must include at least three work related references. Interested firms must have a minimum of five years of experience in performing and providing impact fee analysis in Utah for sewer lines. The experience of the firm and of the individuals to be assigned to this project dealing with similar or related projects, along with their qualifications must be included in the proposal.

D. Background and Experience of Firm

Firms must provide references, including contact information for work performed with public agencies located in the State of Utah within the last five (5) years and must have successfully completed impact fee analysis, master plans, and rate studies of sanitary sewer systems utilizing the firm's current project management staff. For each project, provide detailed information including the firm's involvement in the project, your assessment of the overall quality of the project, the time, manner, or schedule of delivery or completion of the project including whether deadlines were met or extended, and other details pertinent to the project such as challenges or other unusual or unique aspects of the project. The information requested in this section should describe the history, financial stability and other qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- The names of key staff members that participated on named projects and their specific responsibilities with respect to this scope of work.
- A summary of your firm’s demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Qualifications.

In addition, please include details of the firm’s financial responsibility as evidenced by the firm’s carrying of professional liability insurance, general liability insurance and other insurance required by law.

E. Staffing

Provide a management plan for the project. This should include a list of individual(s) who will be working on the project and indicate the functions that each will perform. Include a resume for each designated individual and an organizational chart.

F. Criteria for Selection

MID intends to rank responding firms on the basis of statements of qualifications received in response to this Request for Qualifications and any other information it obtains from other sources regarding the firm’s ability to perform. The ranking of firms will be made based on the following five criteria, with a maximum of 100 points:

Criteria	Score (0-5)	Weight	Max. Points (Score x Weight)
1. Overall qualifications, experience, past record of performance, and background of each firm submitting qualifications	5	5	25
2. Familiarity with Midvalley Improvement District’s collection system and past performance	5	5	25
3. The approach to the project that the firm will take, and the capacity of the firm to accomplish the project.	5	4	20
4. The specific individuals to be assigned to the project and the time commitments of each to the project	5	4	20
5. The quality of the proposal	5	2	10
Total points possible			100

G. Formation of the Agreement with the Selected Firm

The District has a standard Engineering Services Agreement for this project, included in Appendix B. As described below, the details of the contractual terms and conditions between the District and the consultant selected by the District will be determined once the consultant is selected.

H. Rejection of Qualifications

MID reserves the right to reject any or all statements of qualifications received, and to accept or reject any items thereon, and to waive technicalities. Non-acceptance of a proposal will mean that one or more others were deemed more advantageous to MID or that all statements of qualifications were rejected.

Firms whose statements of qualifications are not accepted will be notified after a binding contractual agreement between MID and the selected firm exists or after MID rejects all statements of qualifications.

I. Disclosure

A register of proposals will be prepared and will be open for public inspection after the contract is awarded. Responding Firms are required to clearly identify any specific information contained in their proposals which they desire not to be disclosed to the public or used for purposes other than the evaluation of the proposal. All material becomes the property of MID and may be returned only at MID's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of MID. Inasmuch as MID is subject to provisions of the Government Records Access and Management Act, Title 63G, Chapter 2, of the Utah Code (GRAMA), MID cannot guarantee that any record provided by an offeror will not be available to the public.

J. Opening of Proposals

Only those proposals which are received in a timely fashion will receive consideration. Proposals will be opened so as to avoid disclosure of their contents to competing offerors during the process of ranking and negotiation and, in conducting discussions, there will be no disclosure of any information derived from proposals submitted by competing offerors. Subject to GRAMA, all other information will remain confidential, as provided by law, to provide the opportunity for negotiation to arrive at the best and final offer with the highest ranked firm.

K. Incurring Costs

MID will not be responsible for and will not reimburse any cost which may be incurred in the preparation of statements of qualifications. Statements of qualifications should be concise, straightforward, and prepared simply and economically. Expensive displays or promotional materials are neither desired nor required. However, there is no intent in these instructions to limit a proposal's content or to exclude any relevant or essential data therefrom.

L. Content of Statements of qualifications

Statements of qualifications should address each of the five numbered elements under the above heading "Criteria for Selection", as well as each of the items in the order listed in the Scope of Services found in Appendix A and other requirements stated in this RFP. In order to expedite our review of the submissions, we request that your Proposal be prepared in clearly identified sections, and that each section be clearly identified by its scope or by the specific criteria to be discussed therein. MID may request supplementary information and/or clarification after receiving a proposal.

M. Compliance with Laws

All firms submitting statements of qualifications will be required to comply with all applicable laws, ordinances, rules and regulations (collectively and individually "laws") including, but not limited to, laws applicable to the employment of undocumented workers. By way of illustration, MID will not enter a contract for the performance of services within Utah "unless the contractor registers and participates in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the state; and ... a contractor shall register and participate in the Status Verification System in order to enter into a contract with a public employer [such as MID]." Utah Code Ann. § 63G-12-302(3)(a). **Each proposal submitted in response to this RFQ will be expected to include a certification that the offeror is in full compliance with the requirements of Utah Code Ann. § 63G-12-302**

Exhibit A
Midvalley Improvement District
Masterplan, Impact Fee Facility Plan, Impact Fee Analysis, and Rate Study
Scope of Services

MASTER PLAN UPDATE

- Collect and review existing information from the District
 - Recent District Annual Reports
 - Updated existing sewer system maps and attributes in GIS format including pipe location, age, material, and locations and sizes of existing manholes and flow monitors, etc.
 - Digital files containing aerial mapping and topographic data of the sewer system service area
 - GIS shape files of current District boundaries, sewer system service area, collection system sub-basins, and parcel boundaries with required attributes
 - Historic flows and patterns collected from the wastewater treatment plant and District flow meters
 - Existing InfoSewer Model
 - Past District Equivalent Residential Unit (ERU) calculations
 - Recent development within the District
- Collect and Review Information from the Cities within the District and SVWRF
 - Population projections
 - Land Use and Zoning Maps
 - Future development and/or redevelopment area (especially to understand where higher densities are planned to occur)
 - Other available sources to compare and include data
- Identify Existing and Future Sewer Collection System strengths and deficiencies
 - Provide guidance on continuing to run the InfoSewer model
 - Identify, by numbers of ERUs where growth can occur in the district and which lines are near capacity
 - Provide strategic planning on how we can accommodate future growth
- Prepare Capital Facilities Plan

IMPACT FEE FACILITIES PLAN

- Assemble Existing Facilities Inventory and Determine Excess Capacity
- Calculation of Capacity in Future Improvements
- Document Results

IMPACT FEE ANALYSIS

- Develop Impact Fee Analysis
- Document Results
- Coordination with Stakeholders

RATE ANALYSIS

- Rate Analysis
- Fee Update

APPENDIX B
ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2019, by and between **MIDVALLEY IMPROVEMENT DISTRICT**, hereinafter referred to as "OWNER" and _____, a Utah corporation, hereinafter referred to as "ENGINEER" hereby acknowledge and reduce in writing an AGREEMENT made on or about the above date.

THAT WHEREAS, the OWNER recognizes the need for professional and technical services relating to _____, hereinafter referred to as "PROJECT."

WHEREAS, the OWNER recognizes the ENGINEER as having the necessary expertise and experience to perform the services for the PROJECT and that it is properly qualified and licensed in the State of Utah for this work;

NOW, THEREFORE, OWNER and ENGINEER agree as follows:

SECTION 1 - PROFESSIONAL SERVICES

1.1 The professional engineering services to be rendered by ENGINEER shall be as follows:

SECTION 2 - PROJECT SCHEDULE

2.1 Project schedule shall be as follows:

SECTION 3 - PAYMENT TO ENGINEER

3.1 It is hereby understood and agreed that the ENGINEER will provide engineering services to the OWNER in accordance with the scope of work (paragraph 1.1).

MONTHLY PROGRESS BILLINGS, CONTRACT MAXIMUM. For all services and materials pertinent hereto the ENGINEER shall bill the OWNER monthly at the specific billing rates for each staff type indicated on the attached projected labor hours and costs schedule (attached proposal) for the actual number of hours worked by employees and the actual number of equipment hours or units

used, up to a **maximum of \$_____**. The rates charged for services are based on the ENGINEER's current Fee Schedule and shall remain in effect throughout the PROJECT.

- 3.2 DELAYS. The ENGINEER is not responsible for damage or delay in performance caused by events beyond the control of ENGINEER. In the event ENGINEER's services are suspended, delayed, or interrupted for the convenience of the OWNER or delays occur beyond the control of ENGINEER, an equitable adjustment in ENGINEER's time of performance, cost of ENGINEER's personnel and subcontractors, and ENGINEER's compensation shall be made.
- 3.3 PAYMENT TERMS. OWNER agrees to make prompt payments in response to ENGINEER's invoices. OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER.

SECTION 4 - MISCELLANEOUS PROVISIONS

- 4.1 STANDARD OF PERFORMANCE. All of ENGINEER's services under this AGREEMENT shall be performed in a reasonable and prudent manner in accordance with generally accepted engineering practices.
- 4.2 ADDITIONAL SERVICES. Engineering services or items which are not considered within the scope of work as set forth in paragraph 1.1 of this AGREEMENT may be provided by the ENGINEER under an extension of this contract or under separate contract with the OWNER.
- 4.3 OWNER-PROVIDED SERVICES AND INFORMATION. The OWNER shall furnish the ENGINEER available studies, reports, and other data pertinent to ENGINEER's services; obtain or authorize ENGINEER to obtain or provide additional reports and data as required; furnish to ENGINEER services of others as required for the performance of ENGINEER's services hereunder, and ENGINEER shall be entitled to use and rely upon all information and services provided by OWNER or others in performing ENGINEER's services under this AGREEMENT.
- 4.4 OWNER-PROVIDED ACCESS. The OWNER shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property as

required for ENGINEER to perform services under this AGREEMENT.

- 4.5 OWNERSHIP AND RE-USE OF DOCUMENTS. Original documents, methodological explanations, drawings, designs, and reports generated by this AGREEMENT shall belong to and become the property of OWNER in accordance with accepted standards relating to public works contracts. Any additional copies, not otherwise provided for herein, shall be the responsibility of OWNER.

Documents, including drawings and specifications, prepared by ENGINEER pursuant to this AGREEMENT are not intended or represented to be suitable for reuse by OWNER or others on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom. Any such certification or adaptation of completed documents will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

- 4.6 INSURANCE. The ENGINEER maintains, at its own expense, workers compensation, comprehensive general liability, automobile liability, and professional liability insurance policies with limits at or above that which is reasonably required in the industry and will, upon request, furnish certificates of insurance to OWNER.

- 4.7 SUCCESSORS AND ASSIGNS. OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this AGREEMENT. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this AGREEMENT without the written consent of the other.

- 4.8 SEVERABILITY. If any provision of this AGREEMENT is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, or condition shall not be construed by the other party as a waiver of any subsequent breach

of the same provision, term, or condition.

- 4.9 INDEPENDENT CONTRACTOR. ENGINEER and OWNER agree that ENGINEER is an independent contractor. ENGINEER shall be solely responsible for the conduct and control of the work performed under this AGREEMENT. ENGINEER shall be free to render consulting services to others during the term of this AGREEMENT, so long as such activities do not interfere with or diminish ENGINEER's ability to fulfill the obligations established herein to OWNER.

SECTION 5 - LEGAL RELATIONS

- 5.1 INDEMNIFICATION. Each party (the "indemnifying party") agrees to indemnify and hold harmless the other party and any of its principals, agents, and employees, from and against all claims, loss, liability, suits, and damages including attorney's fees, charges, or expenses to which such other party or any of them may incur to the extent they arise out of or result from any negligent act or omission caused by the indemnifying party or its agents or employees.
- 5.2 HAZARDOUS SUBSTANCE INDEMNIFICATION. With respect to claims, damages, losses, and expenses which are related to hazardous waste, pollutants, contaminants, or asbestos on or about the OWNER's property, the OWNER shall, to the extent permitted by law and to the extent ENGINEER is not the cause of such waste, pollutants, contaminants, or asbestos, indemnify, and hold harmless ENGINEER and its employees, subconsultants, or agents from and against all such claims against ENGINEER related thereto.
- 5.3 CONTRACTOR'S METHODS, PRICES. The ENGINEER has no control over the cost of labor, materials, equipment, or other services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices, or omissions on the site. Any cost estimates provided by ENGINEER will be made on the basis of its experience and judgment. ENGINEER cannot and does not guarantee that proposals, bids, or actual PROJECT construction costs will not vary from cost estimates prepared by ENGINEER.
- 5.4 CONTRACTOR'S PERFORMANCE INDEMNIFICATION, ADDITIONAL INSUREDS. If the PROJECT involves construction of any kind, the parties agree

that OWNER and ENGINEER shall be indemnified by the Contractor to the fullest extent permitted by law for all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from Contractor's performance of work including injury to any worker on the job site except for negligence that arises out of the OWNER or ENGINEER. Both OWNER and ENGINEER shall be named as additional insureds by Contractor's General Liability and Builders All Risk insurance policies without offset and all Construction Documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.

- 5.5 CONTRACTOR'S SAFETY METHODS. ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors and shall not be responsible for Contractor's failure to carry out work in accordance with the Contract Documents.
- 5.6 LIMITATION OF RIGHTS. The services to be performed by ENGINEER are intended solely for the benefit of the OWNER. Nothing contained herein shall confer any rights upon or create any duties on the part of ENGINEER toward any person or persons not a party to this AGREEMENT including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.
- 5.7 DISPUTE RESOLUTION. All disputes between ENGINEER and OWNER, with the exception of non-payment issues, shall first be subject to non-binding mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute and demanding that the mediation proceed within sixty (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon. No action or suit may be commenced unless (1) the mediation does not occur within ninety (90) days after service of notice, (2) the mediation occurs within ninety (90) days after service of notice but does not resolve the dispute, or (3) a statute of limitation would elapse if suit was not filed prior to ninety (90) days after service of notice.

SECTION 6 - TERMINATION OF AGREEMENT

- 6.1 This AGREEMENT may be terminated in whole or in part by either party in the

event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; providing that no such termination may be effected unless the other party is given (1) not less than thirty (30) days written notice (delivered by certified mail, return receipt required) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

- 6.2 If this AGREEMENT is terminated in whole or in part by OWNER for reasons of default by ENGINEER, a negotiated adjustment in the price provided for in this AGREEMENT shall be made, however, no amount shall be allowed for anticipated profit or unperformed services. If termination for default is effected by ENGINEER, the negotiated adjustment shall include a reasonable profit on that portion of the work performed. The equitable adjustment for any termination shall provide payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to obligations and commitments as a result of entering into this AGREEMENT.

SECTION 7 - ENTIRE AGREEMENT

- 7.1 This Engineering Services AGREEMENT shall remain in effect throughout the duration of the PROJECT. This AGREEMENT, including attachments incorporated herein by reference, represents the entire AGREEMENT and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this written AGREEMENT. Any supplement or amendment to this AGREEMENT, to be effective, shall be in writing and signed by the OWNER and ENGINEER.

SECTION 8 - GOVERNING LAW

- 8.1 This AGREEMENT is to be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have subscribed their names through their proper offices duly authorized as of the day and year first above written.

SIGNATORY

Name of Engineer:

Name of Owner:

MIDVALLEY IMPROVEMENT DISTRICT

By:

By:

Bradley M. Powell, P.E
General Manager