

REQUEST FOR COUNCIL ACTION

SUBJECT: Barney's Wash Detention Basin Relocation Project

SUMMARY: Approve a contract with Stantec Consulting Services, Inc. for the Barney's Wash Detention Basin Relocation Project, for an amount not to exceed \$154,866.00.

FISCAL AND/OR

ASSET IMPACT: Funding for this project is available in the Storm Capital Fund, however, a future rate increase may be required to fully fund this project and other projects currently needed.

STAFF RECOMMENDATION:

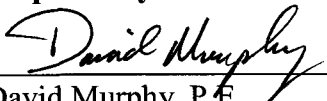
Staff recommends approval of a contract with Stantec Consulting Services, Inc. for the Barney's Wash Detention Basin Relocation Project, for an amount not to exceed \$154,866.00.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 16-68 authorizing the Mayor to execute a contract with Stantec Consulting Services, Inc., for the Barney's Wash Detention Basin Relocation Project, for an amount not to exceed \$154,866.00."

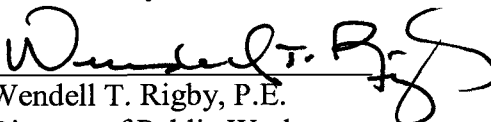
Roll Call vote required.

Prepared by:




David Murphy, P.E.
Capital Projects Manager

Reviewed by:




Wendell T. Rigby, P.E.
Director of Public Works

Reviewed as to Legal Sufficiency:



David R. Brickey
City Attorney

Recommended by:



Mark R. Palesh
City Manager

BACKGROUND DISCUSSION:

Barney's Wash detention is a 35 acre-foot detention storage facility located in the eastern section of the Ron Woods Park next to the Rocky Mountain Power transmission corridor, and to the west of the UDOT Mountain View Corridor. This pond is categorized as a medium hazard dam on the State Division of Dam Safety listing. The pond does control flooding events on Barney's Wash, and is a FEMA regulated drainage. The current master plan does show the need for an upgrade to this facility, increasing size from 35 acre feet to 42.6 acre feet of required storage for the future.

Due to the new recreation center project, questions have been raised as to the placement of that facility and the placement of the pond. Staff has worked with both Rocky Mountain Power and UDOT in the past on drainage facilities within properties owned by those agencies. The concept for this project is to move the present detention pond to the east and onto property of each of these owners, with appropriate authorization and payments, as required. Also, the detention pond would be redesigned to be in the low hazard category, increased for the future volume needed, and possibly combined with an existing pond that controls stormwater from the Mountain View Corridor.

A Request for Proposals was sent to seven engineering firms approved on the City's Statement of Qualifications list; two company's submitted proposals. The proposal evaluation team reviewed the submittals and the firm of Stantec Consulting Services, Inc. was selected based on the City's approved process. A copy of the evaluation matrix is included in this staff report.

Attachments:

- Resolution
- Evaluation Matrix
- Agreement

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 16-68

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH
STANTEC CONSULTING SERVICES, INC. FOR THE BARNEY'S WASH DETENTION BASIN
RELOCATION PROJECT**

Whereas, the City Council of the City of West Jordan has received proposals for the Barney's Wash Detention Basin Relocation Project with the highest scored proposal being from Stantec Consulting Services, Inc. in the amount of \$154,866.00; and

Whereas, the City Council desires to award the contract to Stantec Consulting Services, Inc. which award shall not be binding upon the City of West Jordan unless and until the contract is fully executed by the parties; and

Whereas, the proposed contract between the City of West Jordan and Stantec Consulting Services, Inc., (a copy of which is attached as **Exhibit A**) for the Barney's Wash Detention Basin Relocation Project in an amount not-to-exceed \$154,866.00 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Stantec Consulting Services, Inc., for an amount not-to-exceed \$154,866.00, is acceptable for the purpose of completing the Barney's Wash Detention Basin Relocation Project.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

- Section 1. The contract for the Barney's Wash Detention Basin Relocation Project is hereby awarded to Stantec Consulting Services, Inc. which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.
- Section 2. After approval as to legal form by the City Attorney, the Mayor is hereby authorized to execute a contract between the City of West Jordan and Stantec Consulting Services, Inc. in an amount not to exceed \$154,866.00.
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 27th day of April 2016.

CITY OF WEST JORDAN

ATTEST:

By: _____

Kim V. Rolfe

Mayor

Melanie Briggs
City Recorder

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH
STANTEC CONSULTING SERVICES, INC. FOR THE BARNEY'S WASH DETENTION BASIN
RELOCATION PROJECT

Voting by the City Council	"AYE"	"NAY"
Council Member Dirk Burton	_____	_____
Council Member Jeff Haaga	_____	_____
Council Member Zach Jacob	_____	_____
Council Member Chris McConnehey	_____	_____
Council Member Chad Nichols	_____	_____
Council Member Sophie Rice	_____	_____
Mayor Kim V. Rolfe	_____	_____

Proposal Review

Project:

Barney's Wash Detention Basin Relocation

Review Team:

Dave M., Tim H., Greg D., Jim R.

Review Date Deadline:

Consultant	Weighted %	Jones & DeMille	Stantec
Project understanding	20	14.5	19.5
Project approach (outline of project tasks)	30	22	26.25
Schedule	10	8.75	10
Experience, documented past project results, references	10	5.5	10
SUBTOTAL	70	50.75	65.75
Cost	30	30.00	21.46
TOTAL SCORE	100	80.75	87.21
Total Hours		676	1194
Total Proposal Cost		\$110,800.00	\$154,866.00
Additional Expenses			
RANK		2	1
Cost Rating (\$/hour average)		\$163.91	\$129.70



AGREEMENT FOR PROFESSIONAL SERVICES
Between
City of West Jordan
and
Stantec Consulting Services, Inc.
for the
Barney's Wash Detention Basin Relocation Project

THIS AGREEMENT, made this 27th day April 2016 between the City of West Jordan, a municipal corporation (hereinafter referred to as "City"), and Stantec Consulting Services, Inc. (hereinafter referred to as "Consultant").

WHEREAS, the City desires to obtain consulting services from Consultant, and Consultant desires to provide these services to City. City and Consultant, therefore, agree as follows:

1. **RETENTION AS CONSULTANT.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Paragraph 2 herein. Consultant warrants it has the qualifications, experience and facilities to properly perform these services.
2. **DESCRIPTION OF SERVICES.** The services to be performed by Consultant shall be as follows:

- (1) See attached Proposal. (Exhibit A)

The above services shall be performed in accordance with the City's Request for Proposal inclusive of the Consultant's Proposal dated April 19, 2016 which are incorporated herein by this reference. The Proposal is more fully set forth in Exhibit A which is attached to this Agreement.

3. **COMPENSATION AND PAYMENT.** Except for authorized extra services (pursuant to Paragraph 4), if any, the total compensation payable to Consultant by City for the services described in Paragraph 2 shall not exceed the sum of \$154,866.00 and shall be earned on an hourly basis.

All payments shall be made within thirty (30) calendar days after the Consultant has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City. Invoices shall be made no more frequently than on a monthly basis, and shall describe work performed.

4. **EXTRA SERVICES.** City shall pay Consultant for extra services which are authorized in writing in addition to the services described in Paragraph 2, in such amounts as mutually agreed to in advance. Unless the City and Consultant have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist.

5. **SERVICES BY THE CITY.** The City shall perform the following services:

- (1) Provide to Consultant copies of available information related to the project and project site
- (2) Promptly review Consultants work and provide Consultant with comments, if any, in a timely manner.

6. **PROGRESS AND COMPLETION.** Consultant shall commence work on the services to be performed upon receiving a Notice to Proceed from the City.

7. **OWNERSHIP OF DOCUMENTS.** All drawings, designs, data, photographs, reports and other documentation, including duplication of same prepared by Consultant in the performance of these services, shall become the property of City upon termination of the consulting services pursuant to this agreement and upon payment in full of all compensation then due Consultant. The City agrees to hold the Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Consultant is first obtained.

8. **PERSONAL SERVICES; NO ASSIGNMENT; SUBCONTRACTOR.** This Agreement is for professional services, which are personal services to the City. The following persons are deemed to be key member(s) of or employee(s) of the Consultant's firm, and shall be directly involved in performing or assisting in the performance of this work:

Fred Duberow, P.E.
Colin Haggerty, P.E. CFM
Mark Atencio, P.E.

Should these individuals be removed from assisting in this contracted work for any reason, the City shall have the right to approve the replacement individuals assigned to the project or may terminate this Agreement.

This Agreement is not assignable by Consultant, without the City's prior consent in writing.

9. **HOLD HARMLESS AND INSURANCE.**

A. Indemnity.

Consultant shall defend, indemnify and hold the City, its elected officials, officers and employees, harmless from all claims, lawsuits, demands, judgments or liability including, but not limited to, general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the negligent acts, errors and omissions of the Consultant in performing the services described.

B. Insurance.

Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry:

- (1) workers compensation insurance adequate to protect Consultant from claims under workers compensation acts;
- (2) professional errors and omissions insurance in the amount not less than \$1,000,000; and
- (3) general personal injury and property damage liability insurance and automobile liability insurance with liability limits of not less than \$1,000,000 for each claimant and \$1,000,000 for each occurrence related to the injury or death of a person or persons and for property damage. The City, its officers and employees, shall be named as an additional insured.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah which are carry a Moody's rating of not less than B+. Consultant shall provide City with copies of certificates (on the City certificate form) for all policies reflecting the coverage, with an endorsement

that they are not subject to cancellation without thirty (30) calendar days prior written notice to City.

10. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties to this Agreement shall be that of independent contractor(s). In no event shall Consultant be considered an officer, agent, servant or employee of City. The Consultant shall be solely responsible for any worker's compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work.

11. **STANDARD OF CARE.** Consultant services shall be performed in accordance with the skill and care ordinarily exercised by members of the same profession performing the same or similar services at the time Consultant's services are performed. Consultant shall, at Consultant's sole expense reperform any services not meeting this standard.

12. **CORRECTIONS.** In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to and paid by Consultant. "Errors in the work" as referred to above does not include and shall be in addition to, "redlines" or other standard corrections which are provided to Consultant by City.

13. **TERMINATION BY CITY.** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

14. **ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release to City from all claims and liabilities for compensation to, or claimed by, Consultant for anything done, finished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check.

However, approval or payment by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and/or competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents or consultants.

15. **WAIVER; REMEDIES CUMULATIVE.** Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

16. **CONSTRUCTION OF LANGUAGE OF AGREEMENT.** The provisions of this Agreement shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives

and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

17. **MITIGATION OF DAMAGES.** In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

18. **RECORDS ADMINISTRATION.** The Consultant shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Consultant for costs authorized by this contract. These records shall be retained by the Consultant for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.

19. **GOVERNING LAW.** This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.

20. **CAPTIONS.** The captions or headings in the Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

21. **AUTHORIZATION.** Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

22. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** The Consultant represents that it has not: (a) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (c) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Title 2, Chapter 4 of the City of West Jordan Municipal Code.

23. **EQUAL OPPORTUNITY CLAUSE.** The Consultant agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Consultant agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.

24. **ENTIRE AGREEMENT BETWEEN PARTIES.** Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

25. **PARTIAL INVALIDITY.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

26. **NOTICES.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United States mail, postage prepaid, or by facsimile with proof of transmission, and addressed as

follows:

TO CITY:

CITY OF WEST JORDAN
Justin Stoker, P.E.
8000 South Redwood Road
West Jordan, Utah 84088
Facsimile No.: (801) 569-5127

With a copy to the City Attorney
David Brickey, City Attorney
8000 South Redwood Road
West Jordan, Utah 84088
Facsimile No.: (801) 569-5149

TO CONSULTANT: Stanttec Consulting Services, Inc.
3995 South 700 East, Suite 300
Salt Lake City, UT 84107-20540

EXECUTION OF AGREEMENT

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CITY OF WEST JORDAN

ATTEST:

Kim V. Rolfe
Mayor

Melanie Briggs, MMC
City Recorder

APPROVED AS TO LEGAL FORM



City Attorney

CONSULTANT

By: _____

Its: _____

STATE OF _____)

:SS

COUNTY OF _____)

On this ____ day of _____, 2016, personally appeared before me,
_____, who being by me duly sworn did say that he is the
_____ of _____, a corporation, and that the
foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and
he acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing in _____ County, _____

EXHIBIT A
(Consultant Proposal)



Stantec Consulting Services Inc.
3995 South 700 East Suite 300; Salt Lake City, Utah 84107

April 19, 2016

Paul Wellington
Purchasing Agent

David Murphy, PE
Capital Project Manager

City of West Jordan
City Recorders Office (3rd floor)
8000 South Redwood Road
West Jordan, Utah 84088

Reference: Barney's Wash Detention Basin Relocation

Dear Paul and Dave,

As the City of West Jordan continues to grow westward, additional services for its residents are important to the quality of life. To that end, the City has committed to complete a new recreation center project by December of 2017. The challenge is that part of the available land is currently occupied by a detention basin. This commitment now requires the engineering department of the City to react and relocate the Barney's Wash Detention Basin in a compressed time-frame. Attached is a proposal from Stantec Consulting Services, Inc. (Stantec) which details how we will accomplish the City's needs. Our proposal brings several advantages that will benefit the City which include the following.

- Our engineers designed the original Barney's Wash Detention Basin. ✓
- We have surveyors in our office who can schedule work according to priority needs.
- Designs for control structures could be reused where applicable (Stantec owns the original CAD files). ✓
- Our project manager, Mark Atencio, is a resident, former City employee, and very familiar with the operations of the City.
- We have additional resources both within Stantec and through strategic subconsultants, including pending acquisitions that we can also hire as subconsultants.

To meet the challenging time schedule we have assigned two design teams led by two senior engineers to your project.

We have the experience and expertise to complete this work, we have the background knowledge of the site, and we have the manpower to get the project completed on the schedule required to meet the City's commitments.

We look forward to working with the City on the Barney's Wash Detention Pond Relocation Project.

Sincerely,
STANTEC CONSULTING SERVICES INC.

Mark Atencio, PE | Project Manager
(801) 743-4939 | mark.atencio@stantec.com

Peter Duberow, PE | Senior Associate
(801) 743-4925 | peter.duberow@stantec.com

M. (801) 330-8201

Firm Information

In 1954, Stantec began providing services to clients in the field of water resource engineering. Over the next 60 years, we have added a full range of environmental and engineering disciplines and services to complement our existing portfolio to better serve the needs of our clients, including a wide range of environmental services for mining and energy clients. Our story is the story of our relationships with our clients. It's the story of how we've continued to improve the quality of life in communities we serve. That's why at Stantec, we always design with community in mind.

The Stantec community unites more than 15,000 employees working in over 250 locations. We collaborate across disciplines and industries to bring infrastructure, water resources, energy and resource, buildings, and environmental projects to life. Our work—professional consulting in engineering, environmental sciences, surveying, planning, architecture, landscape architecture, interior design, project management, and project economics—begins at the intersection of community, creativity, and client relationships.

From the beginning, our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities where we live.

Stantec Consulting Services Inc.

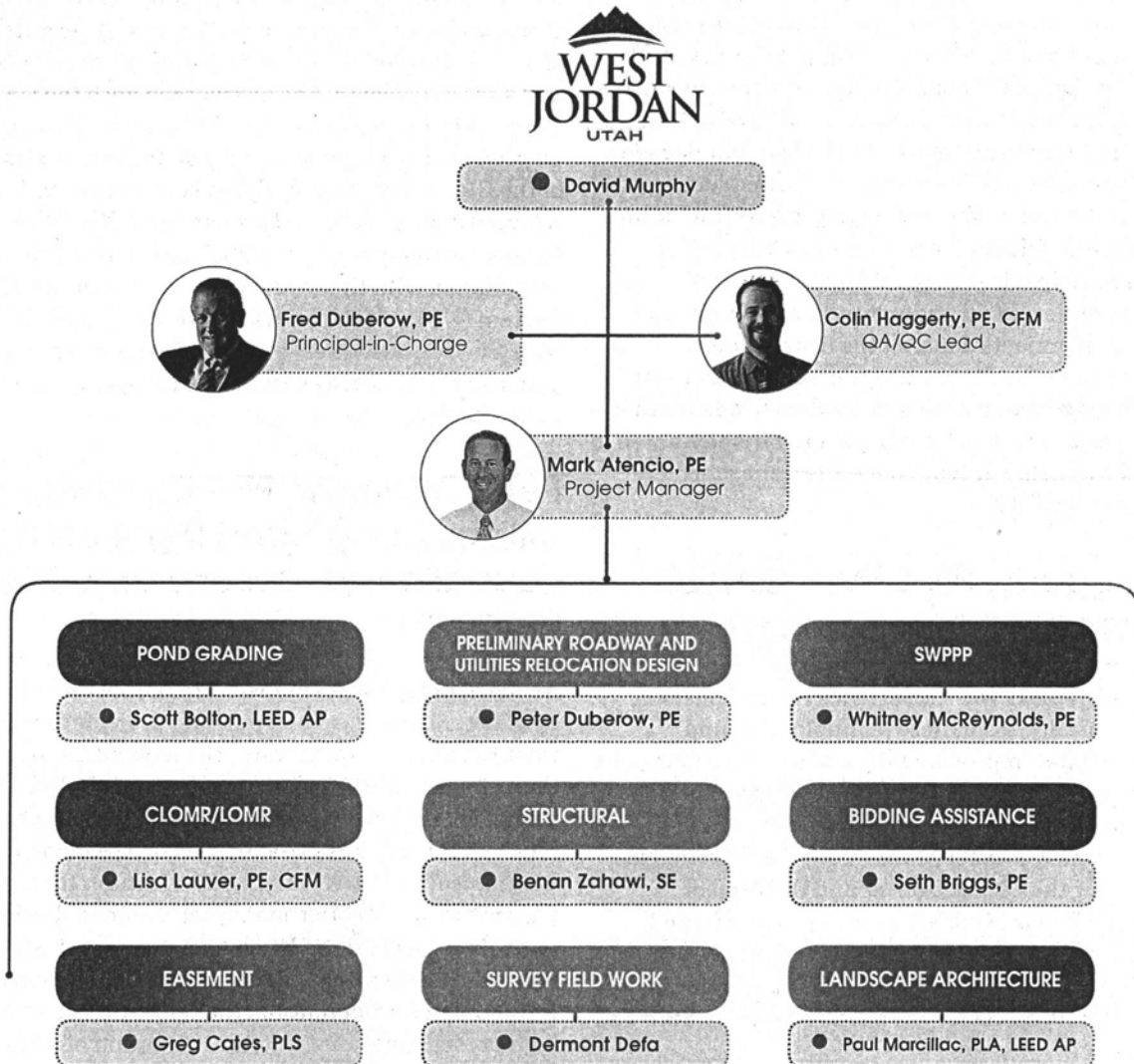
Principal Utah location:

3995 South 700 East, Suite 300, Salt Lake City, Utah 84107
Phone: (801) 261 0090

Secondary Utah locations:

8160 South Highland Drive, Suite A4, Sandy, Utah 84093
321 North Mall Drive, Suite I-202, St. George, Utah 84790

Key Team



✓
Mark Atencio, PE – Project Manager
Education: MS, Civil Engineering (Water Resources); BS, Civil Engineering

Mark's experience as a civil engineering project manager for 20 years, combined with his genuine interest in communities, make him the ideal project manager for this project. His focus has been on water resource projects, but his wide experience covers many areas. He has led multi-disciplinary design teams that have included different areas of expertise: civil, structural, architecture, corrosion, electrical, environmental, instrumentation, landscape architecture, mechanical, permitting, public relations, recreation, and water rights. His project management style is collaborative with a focus on the details.

✓
Fred Duberow, PE – Principal In-Charge
Education: BS, Civil and Environmental Engineering

Fred began his 43 year career with the Utah Division of Water Resources in 1973, planning and designing dam and reservoir projects, the largest of which was the 13,000-acre-foot Long Park Dam in Daggett County for the Sheep Creek Irrigation Company. He entered the consulting world in 1978 and has designed a number of flood detention basins and dams, large and small. For the last four decades, Fred has dedicated himself to municipal infrastructure engineering and water resource design projects, including large flood detention dams. He has acted as the project manager and principal in-charge of numerous large infrastructure projects and understands what it takes to get these kinds of projects done. At the heart of his job, Fred will be responsible for working on a daily basis with the project manager and task design leaders to ensure that the design process is on track from start to finish. Stantec believes Fred will help our team meet the tight schedule requirements of the City.

Colin Haggerty, PE, CFM – QA/QC
Education: BS, Civil Engineering

Colin is a civil engineer with experience managing flood control, water quality, trenchless technologies, land development, capital improvements, and other public works projects. Relying on over twelve years of design experience, Colin is able to lead multi-disciplined projects. He is currently the Deputy Project Manager on the Fitzsimons/Peoria Outfall for the City of Denver and the Project Manager for the Persigo Outfall from the City of Grand Junction Persigo Wastewater Treatment Plant. He is also managing the Hydraulic and Hydrologic Design for the North Metro Rail Projects for the section between 88th and 124th Avenue.

Scott Bolton, LEED AP – Pond Grading
Education: BS, Engineering Science

For more than 20 years, Scott has been doing the necessary work for quality community development. While leading engineering, planning, and design teams, Scott maintained communication with clients and various departments during project work to successfully track and oversee project scope, budget, and schedule. His experience includes client interface, contract negotiations, technical planning, layout, overall civil design and construction management. Scott was the project engineer for the existing 6200 West stormwater detention pond.

Whitney McReynolds, PE, CPESC – Storm Water Pollution Prevention Plans (SWPPPs)
Education: BS, Civil and Environmental Engineering

Whitney is a licensed civil engineer with nearly 20 years of experience. She has worked extensively in environmental management and compliance on projects involving stormwater, surface water, wetlands and permitting. She also has experience in master planning, resort planning and site/civil design. She has worked with the US Army Corps of Engineers and other Federal and State agencies on projects involving wetlands/surface waters as part of the Clean Water Act and has experience conducting wetland delineations and preparing Section 404 permits. In clean water compliance, she has produced SWPPPs for compliance with the Utah Pollutant Discharge Elimination System (UPDES) Permits for both industrial and construction activities. She has prepared erosion control plans and conducted erosion control inspections during construction.

✓
Peter Duberow, PE – Roadway and Utilities Design and Right-of-Way
Education: BS, Civil and Environmental Engineering

As the manager of Stantec's Water Group in Salt Lake City, Peter has focused on pipeline projects for water, wastewater, and storm water throughout Utah for more than 17 years. He has also provided site civil and roadway design for several large projects, including Daybreak (South Jordan), the 800-acre Micron Development (Lehi), Bingham Junction (Midvale), and Ironton Industrial Park (Provo). The Micron Project included the design of two minor arterial roadways that connect to SR-92, 500 West and Center Street. The project also included storm water collection/detention, the relocation of a 12-inch high pressure gas line, and the relocation of a 12.47 kV power line as well as the design of new water, pressurized

irrigation, and sanitary sewer. Peter has also worked on several fast paced multi-discipline projects, including his role as the storm drainage lead on the UDOT I-15 Widening project from 600 North to I-215. His role was to coordinate the design of storm drain collection, retention, and detention with the design team and UDOT.

Lisa Lauer, PE, CFM – Conditional Letter of Map Revisions/Letter of Map Revisions (CLOMR/LOMR)
Education: BS, Civil Engineering

Lisa is a civil engineer focusing on water resources projects, with a heavy emphasis on hydrologic/hydraulic analysis and design. She has modeled more than 60 rivers, streams, and drainageways during her 16 years in engineering practice, with experience modeling developed urban areas, as well as undeveloped mountain and desert terrain. She has prepared numerous Federal Emergency Management Agency (FEMA) flood mapping studies involving CLOMRs, LOMRs, and previously unmapped drainageways, in addition to dam and reservoir hydrologic and hydraulic evaluations. Her design experience includes a wide range of drainage facilities, including detention/retention ponds, storm sewer systems, channel and bank stabilization, bridge hydraulics, roadway culverts, and outfall energy dissipators. Additional experience includes preparation of construction drawings and bid documents, and performing construction observation and administration. Lisa is skilled in using AutoCAD, ArcMap, and a variety of specialized software programs related to water resources.

Greg Cafes, PLS – Easement

Greg has over 45 years of experience and has been involved in all aspects of surveying from high-precision aerial control to construction stakeout. His project experience has involved public agency, private sector, construction, and utility clients. Additionally, he is responsible for checking and/or reviewing surveys, plats, and subdivisions as a Surveyor of Record and managing and coordinating survey projects as a project manager.

Benan Zahawi, PE, PSE – Structural
Education: MS, Civil/Structural Engineering; BS, Civil Engineering

At the core of Benan's 30 plus years of experience as a civil/structural engineer with design work, supervision, and computer applications, is his design experience covering a wide array of structures, which range from flood control structures, bridges, water and waste water structures and storage tanks, to high-rise buildings, and residential. He understands the appropriate use of materials and successfully designs solutions using concrete, steel,

masonry, and timber. He has been involved in seismic design, seismic design review, and seismic design upgrades. Benan's broad experience, both nationally and internationally, has allowed him to be involved in design projects for various organizations in the US, Canada, and the Middle East. He is just completing a three year design for flood control structures in New Orleans.

Seth Briggs, PE – Bidding Assistance
Education: BS, Civil Engineering

Seth has more than 20 years of experience in civil engineering and water resource projects. His experience includes infrastructure master-planning, design of hydraulic and civil engineering facilities (including pump stations, tanks, water lines, sewer systems, wastewater lift stations, and storm drainage facilities), construction administration, and observation. Seth has completed design review for Brian Head Town and currently does design review for the North Jordan Irrigation Canal which extends through West Jordan, including the Jordan River Parkway Trail bridge completed by the City.

Dermont Defa – Survey Field Work

Dermont has over 17 years of practical survey experience, of those, seven have been acting in a project management role. His expertise is in construction stakeout for roadway and utility projects, as well as experience on airport survey projects. As a party chief, Dermont ensures field tasks are efficiently and accurately completed, utilizing both conventional and GPS techniques. As a project manager he is in charge of coordinating field crews, managing budgets, and assuring projects stay within scope and are completed on schedule.

Paul Marcillac, PLA, LEED AP, BD+C
Education: BS, Landscape Architecture

Paul Marcillac has 23 years of experience on a broad range of landscape architecture projects in both public and private sectors in a multidisciplinary setting. His project experience includes park and recreation designs, sport fields and complexes; master planning and visioning; environmental impacts reports for aesthetic and land-use; healthcare facilities, assisted living, and senior housing; retail and commercial centers; streetscapes and landscape corridors; corporate campuses and office developments; water and sewer infrastructure; affordable housing developments; water feature designs; urban revitalization and urban design; and parking structures. Paul also has extensive experience conducting community workshops and stakeholders consensus building; landscape field construction observations and preparing field reports and submittal reviews; developing and applying sustainable solutions to both private and public clients.

Project Understanding

In 2001, Thompson-Hysell completed the design for the existing Barney's Wash Detention Pond (BWDP) and sedimentation basin. In 2005, Thompson-Hysell (then known as the Keith Company) became part of Stantec. Though many of the design team members have moved on with their careers, Scott Bolton played a large role on the design of the initial facility, and we propose that he play a large role in this relocation project. His familiarity will aid the Stantec team to hit the ground running and meet the tight schedule requirements associated with this project.

We have developed our project understanding based on our team's familiarity with the project, our review of the RFP, and discussions with David Murphy. Based on this, there are several keys to success that must be met, as follows:

- **\$35,000,000** – This is the City's investment in the new recreational center that is proposed to occupy the location of the current detention pond. It is scheduled to open in November or December of 2017.
- **Coordination** – City coordination and stakeholder coordination with the recreation center's VCBO Architects team, UDOT, RMP, and other utilities will be critical to meet this schedule.
- **Schedule** – This relates back to the top two bullets, but schedule is critical for both coordinating with project stakeholders and for ensuring that the City's recreation center investment becomes a reality at the scheduled opening date.

Project Approach and Work Plan

We have reviewed the RFP, and we understand the required scope of work. The goal of our approach and work plan is not to repeat everything that is stated in the scope. Rather, we would like to illustrate how our approach to this project will help meet the scheduling goals laid out by the City. Given the size of the project and the compressed schedule, we propose to phase the design/construction. We are also proposing a larger than typical design team comprised of various specialists, each of whom has been selected to efficiently meet the needs of this project under the significant schedule crunch. Although we intend to bid the construction once, we will phase our design into two focus areas. One focus will be mass grading of the pond site. The second focus will be fine grading, control structure, final armoring, and final landscaping, including the soccer field. Based on our proposed schedule, this will enable the contractor to get started early, once detailed design is completed. Under our proposed plan, the bid documents will include final drawings for package 1 and 90 percent drawings for package 2. We anticipate that there will be a small contract reconciliation with the contractor when

package 2 is completed.

Our project manager, Mark Atencio, will focus his time on coordination with the City and the stakeholders mentioned above. Scott Bolton and Peter Duberow will lead design efforts associated with pond grading, preliminary road design, and utility relocation. Seth Briggs will begin preparations of bidding documents early in the process. This will enable timely bidding of the phased construction packages as the designs are completed. Our proposed team also identifies key task assignments for FEMA work, Dam Safety, SWPPP, etc. To complete this project within the proposed schedule, much of the design and permitting tasks will overlap. The following outlines our work plan:

1. **Project Kick-off** – Stantec will kick-off the project and begin coordination with project stakeholders. It is understood that the City has begun many of those conversations. It will be critical for Stantec to come up to speed on those conversations to improve efficiency of the stakeholder coordination.
2. **Project Delivery Design and Construction** – Our goal will be to get several of the design tasks kicked off simultaneously in an effort to meet the schedule. The following are the key design tasks and their anticipated order of completion.

a) Data Gathering:

- i) **Geotechnical Investigation:** It is understood that the City will be providing geotechnical information via their consultant CMT.
- ii) **Survey:** Based on conversations with the City, there is 2013-2014 LIDAR available in the area of the recreation center, the existing and proposed detention ponds. The data meets the United States Geological Survey Quality Level 1 (USGS QL1) specification. This data should be accurate enough for design of the new detention basin and backfill/grading in the existing pond area. Stantec surveyors will field truth the LIDAR data and collect detailed information for utilities; water lines, HP gas, power poles, etc.; existing channel; existing roads; and key existing structures.

- b) **Phase I – Preliminary Site Design and Analysis:** There are several key tasks that need to be completed during the preliminary design phase. Mark will lead coordination with WJC, the utilities, UDOT, and VCBO. Peter will lead the preliminary design of 8600 South and relocation of utilities (anticipate relocating wood H-Frame power poles and the gas distribution line). Scott will lead grading design of the BWDP, and Greg will prepare easement documents. Our Sr. Principal Engineer, Fred Duberow with years of

experience on these types of projects, will assist the team leaders with all aspects of design as the project progresses.

i) **Step one** - As part of the initial work, it will be important to get the 30 percent road design for 8600 South completed to know where roadway fills catch, understand the alternatives associated with the large lattice structure power transmission towers, and understand relocation criteria for the wooden H-Frame power poles.

1. Stantec will lead the coordination of these items and will also coordinate with the recreation center design team to evaluate their earthwork needs.

2. Part of this task will require review of the geotechnical analysis to confirm suitability of the new BWDP export material for fill at the recreation center.

3. Coordination for the relocation of the gas distribution line will also occur during step one.

4. At the onset of the project, meetings and teleconferences will be held with key permitting agencies, including State Dam Safety and FEMA.

(a) Based on our preliminary agency coordination, we understand that the project will not require a Flood Control Permit, Stream Alteration Permit, or a wetlands delineation/permit.

ii) With design constraints defined through coordination efforts with the stakeholders field utility locating, a preliminary design of the new BWDP will be completed.

1. **Earthwork and Grading:** Stantec will evaluate the grading required in an effort to balance the earthwork associated with our project and the recreation center project while protecting in place existing high pressure gas, water lines, and the lattice structure power transmission tower.

2. **Hydraulics:** We will evaluate the hydraulics associated with the pond and will create a preliminary design for the new BWDP, including the pond inlet channel and energy dissipation, the pond principal dual spillway crest outlet flow control structure with orifice plate (including inlet structure and energy dissipation outlet structure), and the emergency spillway and discharge channel. In order to save time and money, we could reuse the designs for the inlet, flow control, and outlet structures that we designed for the existing BWDP to the extent possible.

3. **Stakeholder Coordination:** Following the preliminary design of the pond, our team will coordinate the preliminary layout with WJC, RMP, UDOT, and the VCBO team.

4. **Permitting Coordination:** Once approved, Stantec will have further discussions with FEMA and State Dam Safety to help streamline the permitting process. This process will continue to its completion as the design progresses and is finalized.

c) **Phase II – Detention Facility Design:** As the design of the project progresses, we will continue to coordinate our work with the key stakeholders mentioned above. The following includes our recommended steps that will facilitate the design effort in Phase II

i) **Reviews:** The RFP requires additional design reviews at the 50 percent, 90 percent, and final drawing stages. Given the schedule, there is not adequate time to complete formal reviews at each of these steps. We propose to complete formal reviews following the Preliminary Design in Phase I and the 90 percent design phase. At the 50 percent design and final design levels, we propose to complete over the shoulder reviews in a Charrette format. At 50 percent, Stantec will highlight items that have changed since the preliminary design. At final design, we will step through every comment received from the 90 percent design review and illustrate how it was incorporated. If a comment was not incorporated, Stantec will describe the reasons why.

1. **Comment Tracking Form:** To facilitate comment review, Stantec will track all comments received on a project specific comment tracking form. All comments will be tracked. Our disposition on the comment will also be memorialized with an incorporation date or discussion on why the comment was or was not included in the design.

ii) **Bid Doc Prep:** Given the shortened time frame, we feel it will be critical to begin work on the bidding documents early in the process. We anticipate working on the bidding documents starting at the 50 percent design phase. Seth will lead this effort. We propose to minimize his design commitment so that he can focus on this aspect of the project. Seth is very experienced with the public bidding process.

iii) **Quality Assurance and Quality Control (QA/QC):** As an ISO 9001 certified design firm, Stantec has developed tried and true methods for QA/QC. We will complete QC reviews prior to submittal dates completed by the design team and led by Mark with assistance from Stantec's review

engineer Colin Haggerty. Prior to issuing the 90 percent drawings, we will complete an internal peer review to gain a fresh perspective on the project. The peer review will be completed by Colin, who is very qualified and experienced in detention pond and hydraulic structure design and will not have participated on the design development. We strongly believe that investing in QA/QC during the design process saves time, reduces contractor questions, and saves our clients' money during construction. It is a strong part of Stantec's culture.

d) **Phase III** – Construction Management Services (CMS): Mark will lead the CMS process for Stantec.

Weekly only
As a West Jordan resident, he can complete the required site visits efficiently either prior to going to the office or on his way home from work. This will save drive time and ensure continuity from the design to construction process. He will draw on members of the design team as needed to review submittals and respond to RFIs/RFCs.

3. **Schedule:** We all understand that this is a tight design window. On page eight you will find our proposed schedule to ensure this project stays on task.

Similar Project Experience

Sleepy Hollow and South Wall (Ponds 1 & 2) Detention Ponds

Reference: Project Manager: Jared Barlow, PE, Rio Tinto Kennecott Copper (RTKC) | (801) 569-6610

As part of RTKC's five year mine dewatering plan, one objective was to capture surface water flows above the active mining areas and store it for use in their process water system. This approach has two benefits, reducing the amount of surface water infiltrating into the groundwater (and thereby reducing their dewatering effort) and utilizing this collected surface water for mine process water demands (and reducing demands on other more costly sources).

Stantec provided conceptual, preliminary, and final design services for these three lined ponds. The combined size of the three ponds was approximately four acres of surface area and an active storage volume of six MG. All three pond sites posed several challenging site conditions, including

existing haul roads and infrastructure, abandoned mine shafts, mineral laden soil stockpiles, and conveying the collected water to RTKC's existing process water system. The main design objectives were to maximize pond storage volume while minimizing required earthwork, minimize costs, and accommodate the constraints at each site in the overall design. The conceptual design phase at each site included two alternative grading plans and site configurations. These alternatives were then reviewed with RTKC to select the most efficient design. During the preliminary design phase the selected conceptual design was further developed and three preliminary design alternatives were identified. Again these alternatives were compared (using pond and earthwork volumes, site accessibility, and costs) and, in conjunction with RTKC, the preferred preliminary design alternative was selected. Stantec then completed the final design of the three lined ponds, related infrastructure, and appurtenances. Stantec also assisted RTKC with project bidding and construction management.



Micron/IMFT

Reference: Bob Hardgrove | (208) 608-3719

A semi-conductor facility's decision to build its manufacturing plant in Lehi, Utah, was one of the biggest economic windfalls in the state's history; at \$1.3 billion, the 1,000-acre project alone exceeded the value of all commercial building permits in Utah County in the prior five years. Our team provided engineering services, including the site development package of earthwork and grading, access and circulation roads, site drainage, and municipal permitting. Full-time survey crews using GPS equipment documented facilities and utility locations for the design/build requirements of the project. Special services covered a wide array of disciplines, of which transportation impacts were a major concern. We also assisted our client in the preparation of environmental

permits associated with the construction and operation of the manufacturing facility, as well as construction administration. Storm drainage control was a major component of the massive 1,000-acre construction site. Storm drain design and construction included four detention basins and dams, three large sedimentation basins to protect the Murdock Canal along with permitting through the North Utah County Water Conservancy District of an outfall to Maple Hollow, a tributary to Dry Creek and the Dry Creek Detention Basin operated by the District. The two largest detention basins and dams, the East Side and West Side detention basins have 20 to 25-foot high earth fill dams, both with tower type principal spillways connected to an outlet pipe equipped with riprapped lined energy dissipator plunge pools and emergency riprap lined spillways down the right abutment of each structure. Due to the massive size of the plant, high capacity flood interceptor channels had to be constructed above the plant to divert flood waters around the plant to the east and west detention basins. The detention basins were primarily required to reduce the discharge into the receiving drainage channels to historic peaks for each channel. The designs for all facilities had to be reviewed, approved and permitted through the Utah Division of Water Rights Dam Safety Division and Lehi City. In addition to the detention dams and basins, the storm drain system included approximately four miles of storm drain collection piping ranging in size from 18-inch to 48-inch diameter.

North Metro Rail Line

Reference: Ron Enserro, PE, Deputy Project Manager - Design NMRL
| (303) 299-2219

Stantec is the lead designer for this 18.5 mile, \$350 million commuter rail system that will improve the transportation access and mobility between downtown Denver and Northglenn.

The NMRL alignment crosses several major drainage basins encountering challenges at the crossing of the South Platte River several times; existing urban development; urban flooding areas (UFAs), associated major drainage surface crossings; and jurisdictional FEMA floodplains. Key project challenges included design improvements for three regional water quality and detention basins ranging in size from 19 ac-ft to 96 ac-ft. Each of these facilities required watershed analysis to provide the optimum treatment while providing the necessary detention volumes. Two locations, the Main and North Stem of Grange Hall Creek have been submitted for CLOMR approval before construction begins in the summer of 2016.

Some of the tasks we are responsible for in this project include, development of detailed hydrologic, hydraulic, and water quality improvement analysis that support drainage infrastructure; three regional water quality/detention basins with six minor/station specific water quality/detention basins; CLOMR/LOMR for two regional basins as well as two separate channel improvements; leading the design responsibilities for a multi-disciplined team for track, drainage, roadways, structures, utilities, stations and communications systems; and overall utility coordination for hundreds of utility relocations and adjustments involving numerous utility agencies

Dancing Willows Regional Detention

Reference: Mike Pekas, Land Development Manager | (303) 420-2899

Stantec designed the civil infrastructure for the Dancing Willows development, including major drainage improvements in Coon Creek, which runs through the middle of the community. Major drainage improvements included two regional detention ponds connected by a meandering wetland channel, three drop structures, and two smaller offline detention/water quality ponds.

Coon Creek is an ephemeral stream that originates in the foothills to the west. The project site was previously undeveloped pasture land with an aging irrigation storage reservoir in poor condition. The reservoir dam was removed and the site was regraded around the Coon Creek riparian channel. The CLOMR for the drainageway improvements was submitted in 2003. Construction of improvements began in 2005 and was completed in 2006. The LOMR was approved in 2007.

We designed two regional detention ponds in series on Coon Creek that included the design of wetlands channel between the two ponds that incorporates pedestrian crossings and drop structures. We revised the effective hydrologic model to reflect existing conditions in the drainage basin. Our team also developed detailed hydraulic models for the improvements. Our team also completed CLOMR/LOMR for the entire project reach. Finally, Stantec designed stormwater quality facilities.



Stantec

3995 South 700 East Suite 300, Salt Lake City UT 84107-2540

April 19, 2016
File: 205399000

City of West Jordan
Attention: Paul Wellington,
Purchasing Agent

Attention: David Murphy, PE
Capital Project Manager

Reference: Barney's Wash Detention Basin Relocation – Stantec Fee Estimate

Dear Paul and Dave,

We have developed our fee based on the work required to complete your project. As you know, there are several tasks that must be completed in short order. Our proposed team has worked together before on similar projects and in the face of tight design schedules. Given that we completed the design of the existing basin, it may be possible to re-use all or a portion of the design for the control structures. If the City is happy with the functionality of these structures, we could discuss a potential reduction in the design fee. Our fee estimate and proposed labor hours is attached.

Please let us know if you have questions, or if you require additional information.

Stantec Consulting Services Inc.

Mark Atencio, PE
Project Manager
mark.atencio@stantec.com

Peter Duberow, PE
Senior Associate
peter.duberow@stantec.com



CITY OF WEST JORDAN, UTAH
REQUEST FOR PROPOSAL

BARNEY'S WASH DETENTION BASIN RELOCATION

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal is to enter into a contract with a qualified consulting engineer to plan, design, and manage the relocation and construction of an existing stormwater collection detention basin at Barney's Wash at approximately 8800 South 5900 West, West Jordan. At the present time the existing storm drainage detention basin detains flows from the Barney's Wash channel at the City's Ron Wood Park. Due to plans by the City to construct a City Recreation Center with soccer fields in the current basin location, the basin needs to be relocated to the east. The proposed new basin location lies west of the Mountain View Corridor within a power corridor and UDOT right of way, see Figure 1. Utility agency coordination and approval to use the power corridor and UDOT property will be central to the success of the project.

This RFP is designed to provide interested bidders with sufficient basic information to submit proposals that meet minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Firms submitting proposals are encouraged to include information in their proposal to show their qualifications and experience to provide the requested services.

CITY CONTACT INFORMATION

The City of West Jordan is the issuing entity for this document and all subsequent addenda relating to it. This Request for Proposals is entitled "**Barney's Wash Detention Basin Relocation.**" Please use this title on all proposals, correspondence, and documentation relating to the RFP.

For information regarding this Request for Proposals (RFP) or regarding submittal of proposals contact:

Paul Wellington, Purchasing Agent
paulwe@wjordan.com
801-569-5107 (office) 801-569-5039 (fax)

For information related to the project, the existing utility pipes, outlet structure, channel flows, etc., or questions regarding the content of information to be included in the proposals contact:

David Murphy, Capital Projects Manager
davidm@wjordan.com
801-569-5074 (office) 801-870-3049 (mobile)

PROJECT DESCRIPTION AND DELIVERABLES

The City of West Jordan is relocating the existing Barney's Wash detention basin to the east in the existing power corridor and UDOT right of way. The consultant will study the layout of the proposed location, existing utilities, channel location and depth, existing UDOT basin, hydrology and hydraulics to design the new basin. The City's Master Drainage Plan indicates the size of the basin as 46.2 acre-feet, with 253.1 cubic feet per second (cfs) channel flow into the basin, and 88.7 cfs exiting the basin outlet to the Barney's Wash channel. The entire Barney's Wash channel will enter and exit the detention basin. Close coordination with Rocky Mountain Power (RMP) and UDOT is required to acquire the proper easements within the utility corridor and UDOT right of way to construct the basin. The consultant shall consider the site ground elevation as it relates to the hydraulic function of the stormwater channel and basin and compliance with the City Master Drainage Plan.

This project will ensure proper storm drain protection from 100-year events, proper pipeline capacity, and peaking detention capacity for the affected downstream area. The project consists of all work related to the following:

- Preliminary horizontal and vertical layout of 8600 South Street to 30% design for embankment fill permanent slope identification and interaction with pond design.
- Easement acquisition and recording with RMP and UDOT.
- FEMA flood plain map revisions.
- Preliminary site layout, 50%, 90% and final basin and site design and specifications; and
- Construction management for the construction of the required storm drainage improvements conforming to the City of West Jordan standards.

SCOPE OF WORK

Phase I – Preliminary Site Design and Analysis

A preliminary site design and analysis shall be provided for this project and shall consist of the following minimum activities:

- Several coordination meetings with the City, RMP, and UDOT to acquire easements in right of way areas.
- Preparation of all easement legal descriptions and recording documents for the City to record the required easements.
- Survey and hydraulic analysis of the site area, existing channel, and drainage basin for design of the required detention facilities shall be included in the study.
- Soils testing and/or location or potholing of all existing utilities, in particular the high pressure natural gas pipelines, 24-inch culinary waterlines, and reservoir drain lines.
- Prepare a pre-design site layout of the detention basin area.
- Show the master planned 12-inch water pipeline connection from the existing Zone 4 pipeline to 8600 South.
- Preliminary construction cost estimates.

Detention facility design and placement should consider ease of maintenance, safety, inlet/outlet alignment, utility conflicts, incorporating the existing UDOT detention pond into the new City pond, placement and capacity needs, and special concerns such as construction logistics, timely availability of land or easements, permit requirements, selection of materials, soil conditions, etc.

Complete estimates of construction costs and construction schedule shall be provided. Meetings with UDOT and RMP staff are required to determine all related concerns. Drawings showing recommended improvements shall be included.

The following is a further itemized list of requirements and deliverables required for this phase.

- Horizontal and vertical layout out 8600 South Street between 5600 West and Ron Wood Parkway encompassing embankment fill requirements per UDOT bridge design standards.
- Perform and submit hydraulic modeling and analysis and capacity calculations of proposed detention facilities.
- Review detention facilities location and inlet/outlet layouts and channel configurations with RMP, UDOT and City staff.
- Consider all utility conflicts in the detention facility area.
- Provide FEMA flood plain letter of map revisions (LOMR) and permit requirements for the detention facility.
- Provide five hard copies and electronic version of all hydraulic calculations and modeling.
- Provide five hard copies and electronic version of a study summary describing the study conclusions and findings.
- Provide a minimum of three (3) sets and electronic version of descriptive drawings, legal descriptions, information, and legal documents as required by the City to record easements.
- Prepare the required permits to complete the design and project construction including RMP, UDOT, Division of Water Quality (DWQ) stormwater pollution prevention plan (SWPPP).
- Prepare submittal information (5) five sets for the preliminary design and analysis including site and facility layout. Incorporate pertinent review comments from RMP, UDOT and the City representatives into the project study.

Phase II - Detention Facility Design

The design shall include a full evaluation of the present storm drainage releases from existing sites along the channel, cross sections and cuts and fills of proposed detention facilities, detention facility inlet and outlet details, any required road cuts and repairs, staging areas, utility conflicts, special concerns regarding construction logistics and easement-purchases, existing channel flow routing during construction, permit requirements, selection of materials, etc.

Complete estimates of construction costs and construction schedules shall be provided. **This work must be coordinated in a timely manner with the adjacent Recreation Center project. This project must bid according to the earthwork schedule of that project.** The following is a further itemized list of requirements and deliverables required for this phase.

- Provide design survey and/or aerial contour mapping of the project area for plan and profile drawings and special construction details.
- Provide geotechnical study and report.
- Perform hydraulic calculations analysis and capacity calculations of proposed detention facilities.
- Prepare submittal information and conduct design reviews with City staff, UDOT, RMP, and other effected parties at the following progress intervals: 50%, 90%, and Final. Incorporate pertinent review comments into the project design.
- Provide a minimum of three copies and electronic version of legal descriptions, and information as required by the City regarding its proposed land purchase and/or easements

- from all pertinent owners (aerial map & parcel map included).
- Perform detailed design and prepare plan and profile drawings, cross sections, required cleanouts, catch basins, low flow bypass piping, utility crossings, inlet /outlet works, and all necessary details, specifications, and bidding documents for construction of the channel and basin.
 - Provide channel armoring, landscape and re-vegetation plans for the detention facilities.
 - Follow City of West Jordan design standards in all areas of design.
 - Protect in place the existing sedimentation basin and debris catchment area, and well “pump-to-waste” discharge in the sedimentation basin.
 - Provide design for irrigation system for grass playfields, sod, and topsoil completion (2 full size soccer fields intended).
 - Coordinate utility re-alignments, if any, and conflicts including but not limited to power, telephone, gas, sewer, water, and cable television.
 - Print and provide (5) five sets of project drawings and specifications for 50%, 90%, and Final, and electronic originals (AutoCad and Word) of the final drawings and specifications.
 - Provide final electronic PDF bidding documents.
 - Provide revised construction cost estimates and schedule as required.

Phase III - Construction Management Services (CMS)

Construction Management Services will be provided during the construction phase of the project. The work will include the following activities:

- Prepare advertisement for bidding.
- Receive and respond to Requests for Information (RFI's) by addendum.
- Attend and assist with pre-bid meeting.
- Attend bid opening and assist as required.
- Review bids, prepare recommendation for award and prepare and distribute executed contract documents.
- Conduct pre-construction conference.
- The City will provide on-site inspections. The Consultant will provide twice a week one hour site visit inspections and photos for a 3-month period.
- Review shop drawings and submittals.
- Conduct progress meetings every 2 weeks that will include a City representative.
- Review and respond to contractor Requests for Information (RFI's) and/or Requests for Clarifications (RFC's).
- Prepare, review and process contractor change orders.
- Review contractor pay requests and submit recommendation for contractor payments.
- Conduct project start-up and testing procedures.
- Prepare record drawings and furnish two reproducible sets and 2 sets of prints. Provide record drawings electronically in AutoCAD format.

Deliverables

- | | |
|---|---|
| • Advertisement for bids | • Submittal reviews approval documentations |
| • Responses to RFI's, RFC's and addenda | • Agenda and notes from bi-weekly progress meetings |
| • Written recommendation for award | • Change orders and payment requests |
| • Agenda, recording and minutes for pre-construction conference | • Documentation of project start-up and review of testing results |

- Agenda and notes from bi-weekly progress meetings.
- Photo record of construction
- Twice a week inspection reports
- Record drawings (2 originals, 2 copies, electronic AutoCAD)

SCHEDULE

The design, permits, easements, and all documents must be ready for bid by July 3, 2016, or sooner, as dictated by the recreation center design.

APPROVALS

The project design and specifications will require the approvals of the City of West Jordan Engineering Department. Other approvals may include RMP, UDOT and any other affected utility company or party.

PROPOSAL CONTENT

Proposals should include the information outlined in this section and not exceed 8 pages. An introduction letter may be added to the proposal, but it will not be counted in the total pages.

- A. Provide a brief history of the firm and brief biographies of proposed project assigned personnel.
- B. Provide an outline of your proposed work plan to complete the study requirements.
- C. Provide a timeline for completion of the study and preparation of a study report.
- D. Provide information on similar projects the firm has been engaged in and references of clients with whom a similar service has been provided.
- E. In a *separate sealed envelope* provide a spread sheet with the estimated hours by employee category and the total costs estimate for the project.

PROPOSAL EVALUATION CRITERIA

The City of West Jordan will ultimately select one firm after evaluating all proposals. Proposals will be evaluated using the following criteria:

Weighted Evaluation Criteria

- 20% Project understanding
- 30% Project Approach (outline of project tasks))
- 30% Cost of the Project
- 10% Schedule
- 10% Experience, Documented Past Project Results, References

KEY DATES, ADDRESSES AND INSTRUCTIONS

Proposals must be delivered to:

CITY OF WEST JORDAN
 City Recorders Office (3rd floor)
 8000 South Redwood Road
 West Jordan, Utah 84088

DUE DATE: April 19, 2016 2:30 p.m.

- Clearly label the outside of your envelope: “**Barney’s Wash Detention Basin Relocation**”
- Any proposal received after that date and time will not be accepted.
- The City will not accept proposals via facsimile.

There should be no contact made with members of the West Jordan City Council, the Mayor, or any other city official other than Roger Payne regarding this Request for Proposal.

OPENING OF PROPOSALS

Receipt and Registration of Proposals will be handled by the City Recorder. On the closing date and time, proposals shall be opened publicly, identifying only the names of the proposing engineering firms.

Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and will not be opened. Facsimile transmitted RFPs will not be considered.

If only one proposal is received in response to the RFP, the purchasing agent, based on feedback from the department, may either make an award or, if time permits, re-solicit for the purpose of obtaining additional proposals.

SUBMITTAL REQUIREMENT

Five (5) copies of the technical proposal and one copy of the sealed fee proposal shall be submitted to the City Recorders office by **2:30 p.m. on Tuesday, April 19th, 2016.**

A selection committee appointed by City Administration shall review the submittal material.

REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals received, and to select the proposal deemed to be the most advantageous and in the best interest of the City. Non-acceptance of a proposal will mean that one or more others were deemed more advantageous to the City or that all proposals were rejected. Applicants, whose proposals are not accepted, will be notified after a binding contractual agreement between the City and the selected applicant is executed, or when the City rejects all proposals.

QUESTIONS

The attached figures illustrate the locations of the six sites currently under consideration. The City will provide drawings of existing pipelines and other utilities that service these sites where they do exist. The Master Drainage Plan will be made available to help consultants understand the channel flows and detention basin size requirements.

Questions or requests for clarification can be made in writing to davidm@wjordan.com, no later than April 12th, 2016.

DISCUSSIONS WITH BIDDERS (ORAL PRESENTATION)

An oral presentation by a bidder to clarify a proposal may be required at the sole discretion of West Jordan. However, West Jordan may award a contract based on the initial proposals received without discussion with the firms submitting proposals. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the bidder's expense.

FORMATION OF THE AGREEMENT WITH THE SELECTED APPLICANT

After selecting an applicant, the City may conduct additional negotiations with the applicant to arrive at a best and final offer. When both parties are in agreement, a contract will be awarded.

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63G-2-305, provides in part that:

The following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Business Confidentiality Claims);

(2) Commercial information or non-individual financial information obtained from a person if:

(a) Disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) The person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) The person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the bidder must:

1. Provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to West Jordan*, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
3. Submit an electronic "redacted" (excluding protected information) copy of your proposal response. Copy must clearly be marked "Redacted Version."

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire

proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

To ensure the information is protected, the bidder must clearly identify in the Executive Summary and in the body of the proposal any specific information for which a bidder claims business confidentiality protection as "PROTECTED."

All materials submitted become the property of West Jordan, Utah. Materials may be evaluated by anyone designated by West Jordan as part of the proposal evaluation committee. Informative materials submitted may be returned only at West Jordan's option.

INCURRING COSTS

West Jordan City will not be liable for any cost that applicants may incur in the preparation of their proposals. Proposals should be concise, straightforward, and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither desired nor required.