



Spanish Fork City

40 South Main Street
Spanish Fork, Utah 84660
801-804-4550

Request for Proposals: **Spanish Oaks Transmission Line**

Date: January 7, 2025

Reply to: Josh Robinson
Engineering Designer
775 North Main Street
Spanish Fork, UT 84660

Pre-RFP Meeting: **Tuesday**, January 21, 2025, at 2:00 PM, MDT
Engineering Office (Basement), 775 North Main
Street Spanish Fork, UT

Proposal Deadline: **Thursday**, February 4, 2025, at 2:00 PM, MDT

Spanish Fork City (City) is accepting proposals from engineering firms (Consultants) interested in submitting qualifications and costs for the design. It is **Mandatory** that all interested parties attend the Pre-RFP Meeting described above. Please submit questions for discussion at the Pre-RFP Meeting to Josh Robinson at jrobinson@spanishfork.gov by Tuesday, January 21, 2025, at 10:00 AM, MST. All other questions after the Pre-RFP Meeting shall be submitted through Bonfire. Under no circumstance shall the engineering firms contact the City after the Pre-RFP meeting other than through Bonfire.

City will make the Request for Proposals (RFP) available to any interested parties from Bonfire. Interested parties are responsible for monitoring the website for information concerning the RFP and any addendum issued.

www.utah.bonfirehub.com

Proposals will only be accepted as a PDF emailed to Josh Robinson jrobinson@spanishfork.gov. City will not accept any proposal submitted by facsimile, hand delivery, or any method other than that stated in the RFP. Any proposal that is received after the due date and time will not be accepted. If it becomes necessary to revise the RFP in whole or in part, an addendum will be provided to all proposers on record through Bonfire.

The City may award a contract based solely upon the merits of the initial proposal, without an oral commentary by the proposers. In light of this possibility, proposers should present the most favorable price and service available. If the City deems it necessary, a few Consultants may be selected based on cost, quality, and experience to interview and present to the City. The Consultant selected will be expected to begin work on or before March 1, 2025.

The information provided herein is intended to assist proposers in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested proposers with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential data therefrom. **Proposers are at liberty and are encouraged to expand upon the specification written herein.** Spanish Fork City will not be liable for any costs proposers may incur in the preparation or presentation of this proposal. City reserves the right to cancel or modify this solicitation at any time it deems necessary, in its sole discretion that such measures are in the City's best interest.

All provisions of the agreement must be in compliance with established State and Local laws and ordinances of the State of Utah and its political subdivisions.

We look forward to reviewing your proposal and to working together with the selected team in the successful development of the project.

Sincerely,

A handwritten signature in dark ink, appearing to read 'JR' or similar initials, followed by a horizontal line.

Josh Robinson
Engineering Designer

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1. INTRODUCTION AND OBJECTIVE

Spanish Fork City is considering replacing an aging and failing drinking water transmission line along Spanish Oaks Drive. This line supplies water to a storage tank, for residents in the surrounding area, and customers further west along Powerhouse Road. The primary goals of the project are to replace the deteriorating pipe, reduce the risk of a hazardous break, and improve the pumping efficiency for future needs.

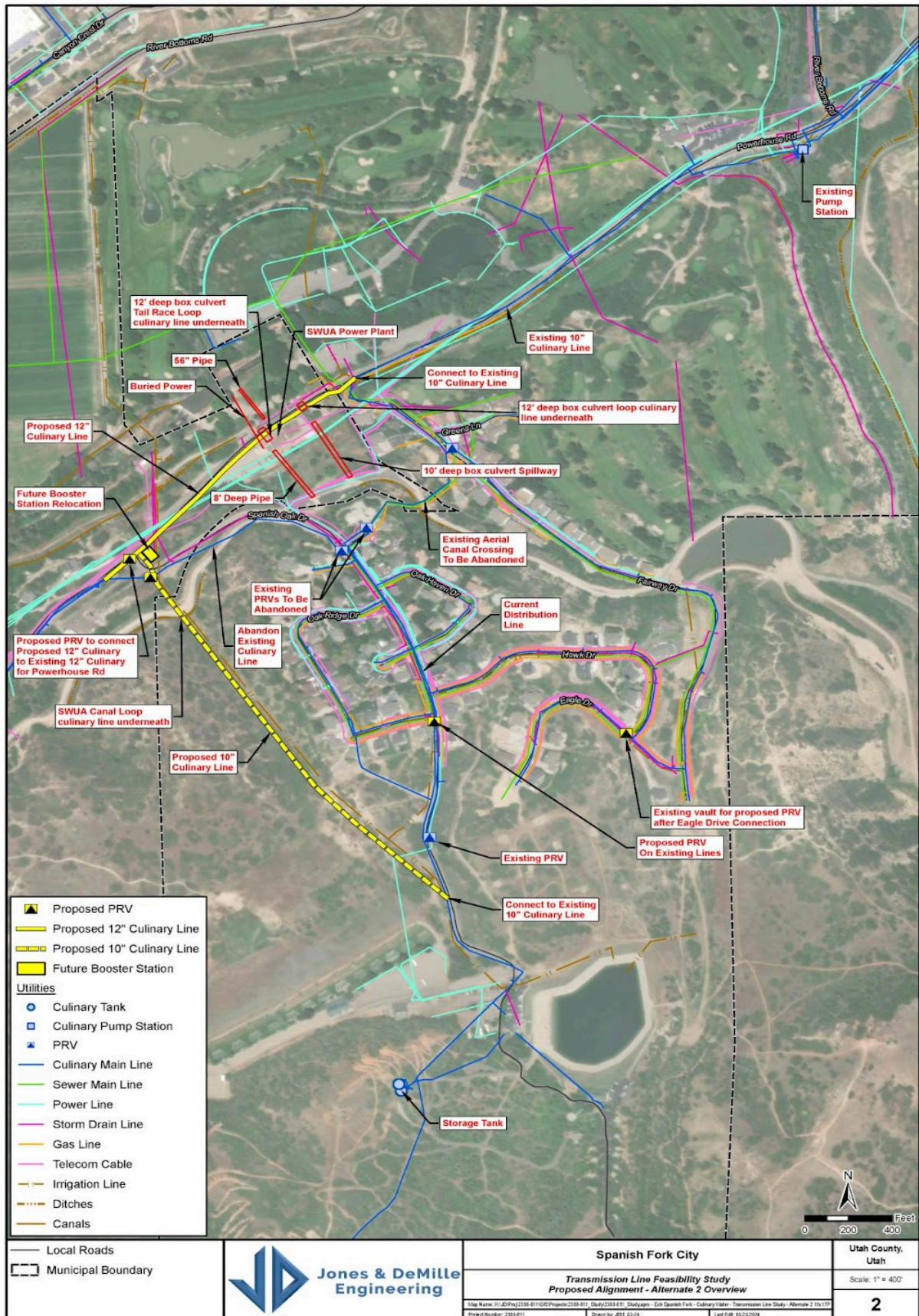
Spanish Fork City currently operates the Darger Springs Pumphouse booster pump station, located near the golf course clubhouse on Powerhouse Road. This station pumps water to a culinary water tank near the Spanish Oaks Reservoir on Spanish Oaks Drive. From the tank, water is distributed through four pressure-reducing valves (PRVs) to supply homes along Spanish Oaks Drive and Fairway Drive. The flow from the tank also extends down Spanish Oaks Drive to serve homes further west on Powerhouse Road.

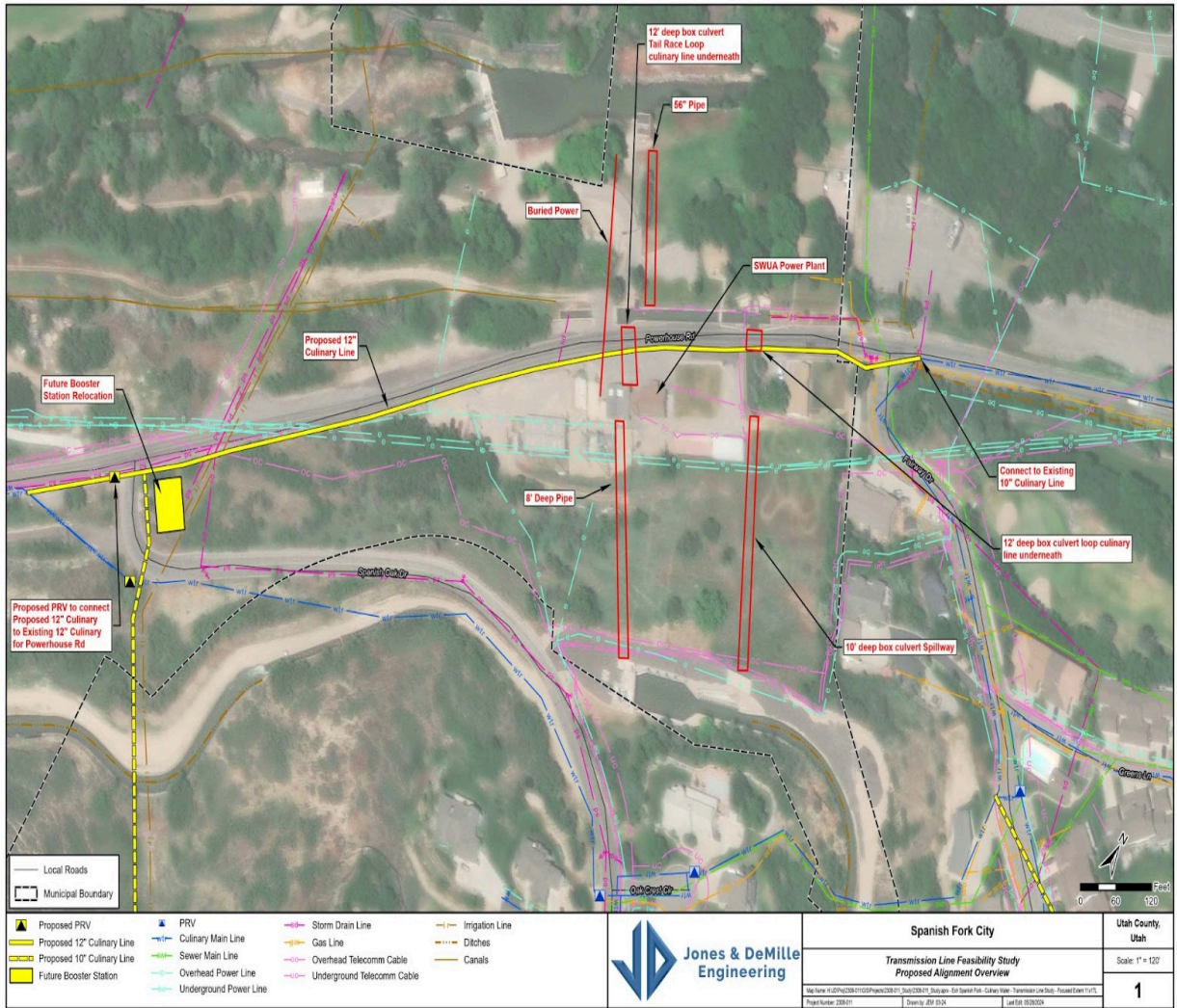
The transmission line connecting the pump station to the culinary tank consists of a 10-inch ductile iron pipe (DIP). This line is designed to reverse flow when the pump is not operating, enabling water from the culinary tank to supply the PRVs. The service area supported by this transmission line and tank continues to grow, particularly in the neighborhoods near Spanish Oaks Drive, Fairway Drive, and further west along Powerhouse Road.

In recent years, this transmission line has experienced multiple breaks, necessitating emergency repairs. The existing line traverses a steep hill behind homes on Fairway Drive and includes an aerial crossing over the Strawberry Water Users Association (SWUA) canal partway up the hill to reach Spanish Oaks Drive. The SWUA has initiated plans to enclose their canal, further complicating the situation.

Given these challenges, Spanish Fork City aims to replace the aging transmission line, mitigate the risk of catastrophic failures, and enhance pumping efficiency, both immediately and in the future. Additionally, the city seeks to minimize disruptions to existing residents during potential shutdowns.

To address these goals, the attached feasibility study explores multiple alternatives to determine the most effective approach to upgrading the transmission system.





2. SCOPE OF PROJECT

The proposed scope of work consists of the following tasks and activities.

Task 100 – Collection of Existing Information and Data

The Consultant shall meet with the City to collect any available information on the existing pipeline including, but not limited to, as-built record drawings for the pipeline and structures, other pipelines in the alignment, available historical flows and pressures, and other information required to properly prepare requirements for the pipeline rehabilitation. The Consultant shall also gather existing information from other utilities in the project area.

Task 200 – Survey and Base Map Preparation

The Consultant may use existing available Lidar information and aerial imagery for preparing existing contours and aerial backgrounds or may conduct new survey and prepare new aerial imagery as required to provide existing contours and backgrounds photos for the project area. It is anticipated that additional survey work will be required to identify pipeline features not visible on existing aerial photography, identify connection points at the pump house facilities, and termination data at the tank site.

Task 300 – Environmental Evaluation and Agency Coordination (Phase 1)

Conduct an initial review of the project area to determine if additional environmental and/or cultural resource surveys will be required to prepare a permit for an Army Corp of Engineers (ACOE) 404 permit or a stream alteration permit. The Consultant shall also provide coordination with the State of Utah, UDOT, and other agencies, as required. The consultant shall also review existing property ownership and easements along the pipeline corridor and coordinate, as necessary, with any private landowners.

Task 400 – Strawberry Water Users Association Permitting

Prepare application for encroachment and maintenance permit with Strawberry Water Users Association. The Consultant shall conduct a site visit and provide coordination with Strawberry Water Users Association representative(s), as needed. The Consultant shall prepare drawings and details required for the Strawberry Water Users Association permit application.

Task 500 – Preliminary Design Review

After completing Task 100, 200, 300 and submitting an application for the Strawberry Water Users Association permit in Task 400, the Consultant shall attend a meeting with the City to review the project status. The Consultant shall be prepared to discuss

project schedule, needs for additional environmental work or studies, permitting requirements, and other information required to complete the final design for the project.

Task 600 – Prepare Design Drawings and Specifications

The Consultant shall prepare design drawings and specifications to be used for bidding and construction of the project. Prepare plan and profile drawings showing the approximate location of the existing steel transmission pipeline and appurtenant pipeline features. Prepare plans and details for connections, pipeline appurtenances, and other miscellaneous construction details as required. The Consultant shall prepare performance specifications for pipeline rehabilitation and other required technical specifications which will allow contractors to properly bid the construction of the project.

The Consultant shall submit drawings and specifications at the 60% and 90% design level for review. The Consultant shall conduct design review workshops with the City at the 60% and 90% design stages. Prepare final stamped and signed bid documents in PDF format and submit them to the City for bidding on Bonfire. The The consultant shall prepare a cost estimate of the construction costs.

Task 700 – Assistance with funding options

The Consultant shall assist the City with funding options for this project.

Project Development – The consultant shall design, acquire all necessary approvals, and provide all documents to bid out the Spanish Oaks Transmission Line including all associated infrastructure and utilities.

- a) **Design Standard** – The design and construction of the proposed project will meet or exceed Spanish Fork City and APWA Standards.
- b) **Permitting – DRC Approval is required.** The consultant will create and present a site plan to the Spanish Fork Development Review Committee for approval.
- c) **Design Work** - The Consultant will involve the City in the following design milestones:
 - (1) Kickoff Meeting and Scope Review
 - (2) 30% Design and Schedule Review
 - (3) 60% Design and On-Site Plan Review
 - (4) 90% Plans, Specifications, and Cost Estimate
- d) **Final Design Approval** – Once the project design is complete, the Consultant will review the final design with the City.
- e) **Geotechnical Work** – The consultant is responsible for acquiring all geotechnical work necessary for the successful completion of the project.
- f) **Procurement** – Advertising of the project will follow the City's procurement policies. All estimates will include a 10% construction contingency. The consultant will provide all required documents necessary for bidding. The consultant will attend the Pre-Bid Meeting to answer any questions related to the project.
- g) **Change Orders** – All Change Orders must be approved by the City.

3. PROJECT SCHEDULE

- RFP Award Date (March 1, 2025)
- Kickoff Meeting and Scope Review
- 30% Design and Schedule Review
- 60% Design and On-Site Plan Review
- 90% Plans, Specifications and Estimate
- DRC Site Plan Approval
- Final Design Approval

4. PROPOSAL OUTLINE & MINIMUM REQUIREMENTS

All proposals must be organized into Sections and labeled accordingly as outlined below. If they are not organized into sections, they may be rejected. Each section must clearly and fully address the subject and be understandable. Failure to do so will negatively impact the evaluation of your submitted RFP. Proposals should not exceed ten (10) pages.

- a) Cover Letter** – Include in this cover letter a primary contact. Names and telephone numbers of others who are authorized to represent the company in dealing with this RFP. An expression of the consultant's ability and willingness to meet the requirements of this RFP is required. A statement that the Consultant will adhere to all standards and specifications of the City, County, and State is required. Provide a commitment to work closely with the City with respect to permitting, design, and construction management. Any other information not appropriately contained in the proposal should also be included.
- b) Project Experience** – The proposed approach should constitute the major portion of the RFP and must include the following:
 - i. A statement of your understanding of the project and a general description of your proposed approach to project scope. Designs and/or drawings may be included to enhance your approach to the project.
 - ii. A summary of relevant past project experience, including references.
 - iii. A detailed work plan outlining each required task necessary for the completion of each project is described in the project scope.
 - iv. In addition to the specific service proposals specified above, identify and/or recommend any additional or innovative services and products provided by you that may be related to or helpful to a comprehensive design of the proposed project. If there is a better way for the City to package or define the services that it has requested herein in order to obtain better pricing and/or service by making it easier for the selected consultant, please explain what modifications would be necessary to achieve such better pricing and/or service.
 - v. Identify any of the work that you intend to subcontract to others with their specific assignments, qualifications, and experience.
 - vi. In addition to the information and qualifications specified above, identify any special knowledge or skills provided by your firm that may be related or helpful to the accomplishment of the services requested herein.

- c) **Quality Control and Schedule** – Provide an overview of your quality control review process. Show the adequate personnel and schedule required to complete the design and construction management of this project.
- d) **Cost Estimates** – Submit a cost estimate for the project including personnel, positions, billing rate per hour (be sure to include overhead in billing rate per hour), estimated # of hours, and a total as outlined in the example below.

Project Design	Employee	Position	Billing Rate	Estimated Hours	Total Cost
	Name	Principal			
	Name	Project Engineer			
	Name	Design Engineer			
	Name	Draftsman/CAD			
	Name	Surveyor			
	Name	Survey Crew			
	Name	Inspector			
	Name	Landscape Architect			
	Name	Geotech Engineer			

Prices stated includes all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees must be stated in U.S. dollars.

Hours and total costs are estimated. Actual hours shall be billed and the total cost for each task may not be exceeded unless a contract addendum is in place before the hours are worked. If an addendum is proposed after the hours are worked that would increase the total task cost above what is proposed, then overage costs will be denied or at a minimum reduced by half.

- e) **Key Personnel** – Provide resumes for Key Personnel with their experience and expertise, for each person assigned to this team. Provide an organization chart demonstrating the work and communication flows for the team. Describe the team's experience on similar projects. Include, in the resumes, a brief description of the roles and responsibilities of each project cited. Identify any proposed subcontractors, including names, specific assignments, and the qualifications of the subcontracting firm and its key personnel.
- f) **References** – The proposer shall submit five (5) references. If possible, these should be of similar-sized cities or institutions, requiring a similar scope of work. Provide the name of the City, institution, or company, phone number, business address, and contact person. References must be provided for specific projects where the Project Engineer and Project Inspector worked in those respective roles.

5. CRITERIA FOR SELECTION

Proposals will be evaluated and a shortlist established using the following criteria:

- Project Schedule and Completion
 - Approach to the Project
 - Philosophy for Completion
 - Quality Control
- Project Experience
- Cost Estimates
- Key Personnel
- References

6. STANDARD CONTRACT TERMS AND CONDITIONS

INDEMNIFICATION

The Consultant agrees to defend, indemnify and hold Spanish Fork City, its officers, officials, employees, and agents (collectively the "Indemnitees") free and harmless from and against all losses, claims, liens, demands, lawsuits, judgments, or liability including but not limited to general liability, automobile, and professional errors and omissions arising out of the negligent acts, errors, and omissions of the consultant in performing the services described including the amount of judgment, penalties, interest, court costs, and legal fees incurred by the Indemnitees or any of them in defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of, but not limited to, taxes, claims, liens, debts, personal injuries, death, or damages to property (including property of indemnitees). The Consultant further agrees to; investigate, handle, respond to, provide defense for, and defend any such claim, demand, or cause of action at its sole expense, and agrees to bear all other costs and expenses related thereto, and, release, indemnify, and hold the City, its officers, officials, agents, and employees harmless from liability of any kind or nature, including the Consultant's use of any copyrighted or un-copyrighted

composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of this contract.

Spanish Fork City is a governmental entity under the Governmental Immunity Act and waives no defenses, limits of liability, or other rights.

OWNERSHIP OF DOCUMENTS

Spanish Fork owns and may use in any way the City deems necessary all implemented plans, reports, data, documents, electronic media, and all other instruments of professional service, regardless of medium or content, prepared by or on behalf of Consultant for City.

DAMAGES

The project must be completed and delivered to the City according to the timelines negotiated and agreed upon.

Timing is of the essence for this project. Consultant agrees that the City will suffer damages if completion sequences agreed upon are not met. The parties acknowledge it will be difficult to ascertain the actual value of the damages suffered, so liquidated damages will be assessed to cover those damages. The Consultant will compensate the City in the amount of five hundred dollars (\$500.00) for each day or part thereof that expires after each completion sequence, for damages, penalties, extra fees, or losses that the City may incur due to a late delivery of the required documents. The City shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due to the Consultant. To the extent that the liquidated damages exceed any amounts that would otherwise be due to the Consultant, the Consultant shall be liable for such amounts and shall return such excess to the City.

INSURANCE

Worker's Compensation insurance, sufficient to cover all employees in the employ of the Consultant during the term of the contract, including any renewal thereof must be maintained. The coverage amount should be as required by Utah Worker's Compensation Laws. All subcontractors are required to also carry worker's compensation insurance as specified above. The City will require employees from companies who choose to not carry worker's compensation insurance, (three or fewer employees) to obtain a Worker's Compensation Waiver Form from the State of Utah.

The following commercial general liability insurance must be submitted with limits not less than:

1. General Aggregate \$1,000,000
2. Products - Comp/OPS Aggregate \$1,000,000
3. Personal and Advertising Injury \$ 500,000
4. Each Occurrence \$ 500,000
5. Fire Damage (any one fire) \$ 50,000

6. Medical Expense (any one person) \$ 50,000.

Automobile Liability Insurance. Consultant shall obtain automobile liability insurance with limits of not less than \$500,000 Combined Single Limit per accident. Coverage shall apply to any vehicle.

Insurance needs to include the Project Name with the location and description of the project, and the Project Number and Bid Number (if known). Insurance must name as the certificate holder; Spanish Fork City, its elected officials, appointed officials, officers, employees, and volunteers as additional insureds.

Coverage is for all operations performed by or on behalf of the named insured. Spanish Fork City will assume no liabilities for the Consultant including any of the Consultant's representatives, employees, or properties. Consultant shall, at all times, keep the work area in a neat, clean, safe, and secure condition to avoid the risk of loss, theft, vandalism, or sabotage.

Insurance provided is required to be primary and noncontributory. Proof of coverage must be provided before work can begin, and the Consultant agrees to provide proof of insurance upon demand by the City throughout the terms of the contract. The insurance must have a 30-day written cancellation notice. If any of the required insurance coverage is canceled or lapses, the City may at the City's discretion, obtain substitute coverage at reasonable rates. The City may deduct the cost of such coverage, plus 10% for administrative charges, from any monies that are owed to the Consultant.

INDEPENDENT CONSULTANT

It is understood and agreed by the parties that the Consultant is to act in the capacity of an independent contractor and as such will have no authorization, express or implied, to bind Spanish Fork City to any agreements. Consultant's officers and employees shall not be considered as employees or officers of the City and shall not be entitled to any employee benefits as City employees as a result of the execution of this agreement.

ASSIGNMENT

The Consultant shall not assign this Agreement or assign, pledge transfer, or otherwise dispose of its interest or this agreement, without the specific written consent of the City, and that no such assignment, pledge, mortgage, transfer, or other disposition shall relieve the Consultant of its obligations hereunder, nor shall such an assignment or other disposition terminate any such claim or defense which the City may have. Spanish Fork City may assert any claim or defense it may have against the Consultant against any such assignee.

LICENSE

The Consultant is properly licensed for the service(s) provided, including a business license. The consultant will provide all licenses before work can begin.

WORKFORCE

The Consultant agrees to register and participate in a status verification system such as E-Verify, to verify the work eligibility status of the Consultant's employees who are employed on this project. The Consultant further agrees to have each subcontractor who works for or under him/her, certify by affidavit that the subcontractor has verified through a status verification system the employment status of each new employee of the respective subcontractor.

STANDARD OF CARE

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 the Consultant's services are performed. Consultant shall, at his/her sole expense, reperform any services not meeting this standard.

TAXATION

It is understood and agreed that the Consultant shall pay and discharge all license fees, assessments, sales, use, property, and other tax or taxes lawfully imposed, as indicated in Utah Code Ann. §59-12-104 (as amended).

CONFLICTS OF INTEREST

It is understood and agreed that no officer or employee of Spanish Fork City has or shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. No officer or employee of the Consultant or any member of their families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Consultant's operations, or authorizes funding of payments to the Consultant.

NON-DISCRIMINATION/AFFIRMATIVE ACTION

The Consultant agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (USC 2000e), which prohibit 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, which prohibits discrimination on the basis of disability. This agreement may be canceled if the Consultant fails to comply with the provisions of these laws and regulations.

LAW

This contract shall be governed by the laws of the State of Utah.

DEFAULT

If either party fails to perform its obligations, the other party may give written notice specifying the nature of the failure, and requesting the defaulting party to remedy it. If the default is not corrected within thirty (30) days of the notice date, the non-defaulting party may pursue the remedy provided herein, and without waiving that remedy, it may terminate this agreement. If the failure reasonably justifies faster action, the notice may require correction within thirty (30) days, and the non-defaulting party may take reasonable action to protect its interest. If the failure is one that reasonably requires more than thirty (30) days to correct, the correction period shall be extended beyond thirty (30) days, so long as the defaulting party promptly commences to correct the default and diligently pursues it to completion.

In the event, either party needs to enforce the terms of this agreement by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including a reasonable attorney's fee.

ENTIRE AGREEMENT

This Agreement, together with the attachments hereto, contains the entire Agreement between the parties and supersedes all prior agreements, and oral or written representations with respect to the subject matter hereto, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written Agreement, shall be binding or valid. This Agreement may not be enlarged, modified, or altered except in writing, signed and dated by the parties.