

Central Davis Sewer District

Request for Proposal (RFP)

Geotechnical Engineering Services

Issued by: Central Davis Sewer District

Date of Issue: May 19, 2025

Proposal Due Date: May 29, 2025 at 10:00 am

Introduction

Central Davis Sewer District (District) invites proposals from qualified and experienced Geotechnical Engineering firms for services related to a relocated pump station located in Farmington UT. Time is of the essence for this project and as such will be a major consideration during the evaluation.

Project Overview

The scope of this RFP includes necessary Geotechnical evaluation sampling and recommendations for a pump station site located in South Farmington as negotiated with the District and a Project Design Engineer. Services must be adequate to allow for all aspects of structural design to be completed.

Scope of Work

The selected firm will be expected to perform, but not be limited to, the following tasks:

1. Review of existing geotechnical and geological data
 2. Site reconnaissance
 3. Subsurface exploration (borings, test pits, cone penetration tests, etc.)
 4. Laboratory testing of soil and rock samples
 5. Geotechnical analysis and recommendations (e.g., foundation design, bearing capacity, settlement, lateral earth pressures)
 6. Preparation of a comprehensive geotechnical report
 7. Slope stability and groundwater analysis, as needed
 8. Coordination with project design team and participation in meetings
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Proposal Requirements

Proposals should include the following:

1. **Firm qualifications** and experience with similar projects
 2. **Project team:** resumes and roles of key personnel
 3. **Understanding of the project** and proposed approach
 4. **Recommended scope of work**
 5. **Schedule** for completion of services and ability to meet the project timeline
 6. **Fee proposal** (including a breakdown by task or phase)
 7. **Proof of professional licensing**
 8. **Three references** for recent comparable projects
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Evaluation Criteria

Proposals will be evaluated based on the following:

- Technical capabilities (50%)
 - References (10%)
 - Estimated delivery timeline and support services (40%)
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Submission Guidelines

- **Deadline for Submission:** May 29, 2025 @ 10:00 am
 - **Submission Format:** Proposals may be submitted electronically in PDF format to jillj@cdsewer.org or hand delivered to 2200 South Sunset Drive, Kaysville UT 84037.
 - **Contact Information for Questions:**
Manjot K. Masson
801-898-1145
mkaaur@cdsewer.org
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Terms and Conditions

1. Central Davis Sewer District reserves the right to accept or reject any or all proposals.
 2. All costs associated with proposal preparation shall be borne by the Engineer.
 3. Engineers must comply with all local, state, and federal laws and regulations.
 4. The Contract issued to the successful Engineering Firm will be subject to the Conditions of Contract included with this RFP.
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We look forward to receiving your proposal.

Thank you for your interest in partnering with Central Davis Sewer District



Part B
General Conditions of Contract



Part B
GENERAL CONDITIONS OF CONTRACT
ENGINEERING SERVICES

1.0 GUARANTEES

Engineer warrants to Central Davis Sewer District (the District) that all services supplied by Engineer in performance of this Contract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective professions. Engineer agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and warrants to the District that the same shall conform with professional and engineering principles which are generally accepted in the State of Utah.

2.0 SCOPE OF WORK CHANGES

2.1 The Scope of Work shall be subject to changes by the District. Such changes shall be by additional and/or revised drawings, specifications, exhibits, or written work orders.

2.2 If Engineer believes that a modification of the Contract Price or schedule is justified, whether as a result of a change made pursuant to the above or as a result of any other circumstance, then Engineer shall give the District written notice of same within 7 days after the happening of such event. Within 14 days after such event, Engineer shall supply a written statement supporting Engineer's claim, which statement shall include Engineer's detailed estimate of the effect on the Contract Price and schedule. Engineer agrees to continue performance of the work during the time any claim hereunder is pending. Engineer hereby waives and releases the District from any claim not reported by Engineer in accordance with this Article.

3.0 PROPRIETARY RIGHTS

All materials which Engineer is required to prepare or develop in the performance and completion



of Engineer's Scope of Work hereunder, including documents, calculations, maps, sketches, notes, reports, data, models and samples, and any and all inventions and copyrightable material contained therein, shall become the sole and exclusive property of the District without limitation when made or prepared whether delivered to the District or not, subject to Engineer's right to use the same to perform the Work under this Contract, and such materials shall, together with any materials furnished to Engineer by the District hereunder, be delivered to the District upon request and in any event upon completion or termination of this Contract. The District will not supply the work product developed under this contract to any other entity for use on any other project without the consent of the Engineer.

4.0 TERMINATION AT THE DISTRICT'S OPTION

4.1 The District shall have the right at any time to terminate, with or without cause, further performance of the Work in whole or in part by written notice to Engineer specifying the date of termination. On the date stated, Engineer shall discontinue performance of the Work and shall preserve Work in progress and completed Work and shall turn over such Work in accordance with the District's instructions.

4.2 If Engineer has completely performed all obligations under this Contract up to the date of termination, Engineer's total compensation by the District shall be: (a) for Work to be performed on a lump sum basis, the percentage of the Contract Price that the portion of the Work satisfactorily performed at the time of termination bears to the total Work; or (b) for Work to be performed on a unit price basis, payment for that Work satisfactorily performed at the time of termination in accordance with pricing provisions of the Contract; plus (c) the actual cost necessarily incurred by Engineer to turn over Work in progress and completed Work in accordance with the District's instructions; plus (d) the actual cost necessarily incurred in effecting the termination; less (e) all amounts previously paid to Engineer for the Work. Engineer shall substantiate all costs hereunder with documentation satisfactory to the



District and verified by the District. In no event shall Engineer be entitled to anticipated profits or any damages because of such termination.

5.0 TERMINATION FOR DEFAULT

In the event that Engineer surrenders or assigns his estate, makes any compromise with his creditors, is placed in liquidation (either provisionally or financially), or if Engineer shall default in the performance of any obligation to be performed by him under this Contract and shall fail to immediately commence and diligently continue action to correct such default within 5 working days following written notice thereof from the District, the District may, without prejudice to any other rights or remedies the District may have, cause further payments to Engineer to be held in abeyance and/or terminate this Contract by written notice to Engineer specifying the date of termination. In the event of such termination, the District may take possession of and finish the Work by whatever method the District may deem expedient. A waiver by the District of any default of Engineer shall not be considered to be a waiver of any subsequent default.

6.0 INSPECTION AND AUDIT

The District shall have the right at all reasonable times to inspect the Work for conformance with the Contract or for measuring progress of the Work. Such inspection shall not constitute acceptance of the Work, in whole or in part, and shall not relieve Engineer of his obligations under this Contract.

7.0 FINAL ACCEPTANCE AND PAYMENT PROCEDURE

When Engineer has fully completed the Work they shall give a Written Notice of Completion to the District specifying the work completed and the date it was completed. Within 30 days after receipt of said Notice of Completion, the District may inspect the Work and shall either 1) reject the Notice of Completion and specify defective or uncompleted portions of the Work, or 2) give the Engineer a



written Notice of Acceptance for the purposes of final payment and final acceptance. Engineer shall promptly remedy such defective and uncompleted portions of the Work at Engineer's expenses, and shall again give the District a written Notice of Completion of the Work for acceptance or rejection as provide herein.

8.0 SET-OFF

The District, in addition to any other rights or remedies, shall be entitled to set-off against or deduct any amount owed by Engineer in connection with any transaction or occurrence from any amounts due to the District under this Contract.

9.0 INSURANCE

9.1 The Engineer shall at his sole cost and expense and before commencement of the Work hereunder, cause to be issued and thereafter maintain during the entire progress of this Contract all other insurance deemed necessary by him but specifically including:

- 9.1.1** All insurance required by law including Workmen's Compensation insurance.
- 9.1.2** General liability insurance for a minimum of \$1,000,000.00
- 9.1.3** Errors and Omissions Liability for damages caused by any act or omission of the insured, or of any other person for whose acts or omissions the insured is legally responsible, arising out of the performance of services in the insured's professional capacity in an amount not less than \$500,000.00.

9.2 Certificates of insurance satisfactory in form to the District shall be supplied by Engineer to the District evidencing that the above insurance coverages are in force, should the District request such documents.

9.3 Engineer shall ensure that in the event of his receiving notice of cancellation or restrictive



modification to the insurance provided by him that he immediately notifies the District in writing not less than ten (10) days prior to such cancellation or restrictive modification, and the District shall have the right to affect such insurance in Engineer's name and treat the costs thereof as expenses to be recovered from the Engineer.

10.0 INDEMNITY

Engineer agrees to indemnify, hold harmless and defend the District and its respective officers, employees, agents, and representatives, from and against any claim, demands, cause of action, loss, expense, or liability arising:

10.1 In connection with actual or asserted infringement, improper appropriation, or use of trade secrets, proprietary information, copyrights or patents; and

10.2 On account of injury to or death of persons or damage to or loss of property arising directly or indirectly out of the negligent acts or omissions to act of Engineer or his subcontractors, or their employees or agents, in the performance of the Work.

11.0 LIENS

Engineer agrees to indemnify, defend, and hold the District harmless from and against all liens of whatsoever nature arising out of the Engineer's performance of the Work.

12.0 ASSIGNMENTS AND SUBCONTRACTS

Any attempt by Engineer to assign or subcontract this Contract in whole or in part, without first obtaining the District's written consent, shall be voidable at the option of the District.

13.0 WORK RULES, LAWS AND REGULATIONS

13.1 Engineer shall obtain and comply with at his sole expense all permits, certificates and licenses required of him by governmental authority. Engineer



shall comply strictly with all government, municipal, and local ordinances, laws, regulations, and by-laws pertaining to health, or safety which are applicable to Engineer or to the Work.

13.2 Engineer agrees that they shall ensure that their supervisory personnel, employees, agents and subcontractors at the jobsite comply strictly with all appropriate safety rules and regulations applicable to the Work being performed.

14.0 CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other, for consequential or indirect damages comprising loss of anticipated profit, loss of use, cost of capital, or business interruption, irrespective of whether liability if founded on breach of contract or delict (including negligence and strict liability). As used herein consequential or indirect damages shall not include injury to or death of persons or damage to or loss of property.

15.0 APPLICABLE LAW

This Contact and any legal proceedings arising out of or in connection with it shall be subject to and interpreted in accordance with the laws of the State of Utah.