

# **REQUEST FOR PROPOSALS**

*FOR  
PROFESSIONAL SERVICES*

**CUPCA CONSTRUCTION INSPECTION**



**CENTRAL UTAH WATER  
CONSERVANCY DISTRICT**

**MAY 2019**

**REQUEST FOR PROPOSALS  
FOR PROFESSIONAL CONSTRUCTION INSPECTION SERVICES FOR THE  
CENTRAL UTAH WATER CONSERVANCY DISTRICT**

**REQUEST FOR PROPOSALS**

1. **Intent.** Central Utah Water Conservancy District (“District”) is soliciting proposals from prospective professional service providers for inspection of civil works projects related to the Central Utah Project Completion Act (“CUPCA”) using a multi-year contract in accordance with Utah Code Ann. § 63G-6a-1204. The District’s construction inspector may participate in all stages of project construction including review of drawings and specifications, on-site inspection of large civil works projects specifically related to water storage, conveyance, appurtenant structures, hydro-power generation, and post-construction activities including aid in preparation of final construction reports.

This RFP is designed to provide sufficient basic information to solicit proposals from qualified Inspection Service Provider (firm), but (except to the extent expressly provided otherwise) is not intended to limit a proposal’s content or exclude any relevant, important, or essential information. This RFP is part of a competitive procurement process which is intended to serve the best interests of the District and its citizens. It also provides each qualified firm responding to this RFP with a fair opportunity for its services to be considered.

2. **Contact.** Inquiries regarding this RFP should be directed, in writing to:

Bart Leeflang  
1426 E 750 N  
Suite 400  
Orem, UT 84097-5474  
bart@cuwcd.com

**Any unsolicited communication (from your firm or anyone on behalf of your firm) concerning this RFP to any employee, trustee, or officer of the District not listed as the RFP contact before the award of contract is grounds for disqualification from this procurement.**

**BACKGROUND**

The Central Utah Project (“CUP”) is a federal water resource development Project that was authorized to allow delivery of a large portion of Utah’s Colorado River allotment from the south slopes of the Uintah Mountains to the Wasatch Front, among other locations. Responsibility for completing design and construction of the Central Utah Project was given to the District through the CUPCA legislation in 1992. Under

this authority, the District is constructing the Spanish Fork-Santaquin Pipeline (“SFSP”), an element of the Utah Lake System (“ULS”), along with other CUP features.

As the administrator of CUPCA construction contracts, the District is responsible for construction management including onsite and plant inspection and quality assurance activities. The District partners with the Department of Interior (“DOI”) and Bureau of Reclamation (“Reclamation”) to perform construction management (“CM”) of its CUPCA construction contracts. The CM team typically consists of a Resident Engineer (part-time), Chief Inspector (part-time), and Onsite/Plant Inspectors supplied by Reclamation through an Interagency Agreement with DOI, or Technical Service Agreement with the District. Additionally, the CM team uses Reclamation’s materials testing services to perform quality assurance.

Certain projects, and/or resource limitations require additional inspectors beyond the typical CM team, or the availability of Reclamation inspectors. The inspection services contract resulting from this RFP will supplement the CM team as needed, and the inspector performing under this contract will be a member of the CM team.

### **DESCRIPTION OF REQUIRED SERVICES**

The inspector must have knowledge and experience participating in pre-construction, construction and post-construction activities. The inspector may perform, and is not limited to, the following:

1. Inspects contractor’s operations to assure compliance with the specifications and engineering and construction practices and methods. Interprets plans and specifications related to construction problems ranging from the simplest to those of unusual difficulty and complexity including on-site interpretations of drawings, specifications, and responses to submittals, RFI’s, Design Change Memorandums, etc. Tracks, interprets, and investigates Quality Control and Quality Assurance test results and ensures corrections are identified and made within the constraints of the contract. Develops or recommends innovative methods accommodating unique onsite conditions by modifying conventional construction techniques to achieve necessary outcomes. Suggests modifications to concrete placements or mixes unique to a specific jobsite or portion of a jobsite accounting for temperature, moisture, air entrainment, aggregates, additives, placements in difficult to reach locations, etc. Suggests modified methods, approaches, or procedures for soil compaction where conventional testing procedures are not applicable and determines if the placement and compaction is acceptable. Provides similar support and oversight on related facets of heavy civil construction including mechanical and electrical systems, gates and valves, metalwork, pipelines of varying diameters and materials, etc. Temporarily halts work in a given location when it has been determined the contractor’s personnel are not following the specifications or rejects or disapproves contractor’s methods when it is known results will not meet specifications.

2. Collaboratively works as a liaison with contractor, natural gas, telephone, and power companies to minimize disruption of public services. Works as a member of the CM Team in relation to work under the inspector's control and cooperates with other team members. This includes coordinating correspondence and estimates with contract administration personnel, establishing schedules and coordinating material inspection control requirements with the Reclamation Materials Testing group, and scheduling quality assurance survey checks.

3. Performs contract administration duties as follows: (1) performs pre-bid specification reviews; (2) reviews contractor submittals for adequacy in meeting contract requirements; (3) prepares monthly progress reports and compiles the data and photos to be included in the monthly progress reports; (4) reviews contractor cost summaries for additional work; (5) gathers field data and facts pertaining to potential claims, delays, or change orders; (6) participates in the negotiation of change orders, when assigned; (7) prepares field reports showing progress of work, problems encountered, and technical analysis of work such as special foundation treatment, reasons for changing concrete mix designs, or other factors requiring engineering studies and application of design principles; (8) investigates special conditions encountered and writes special reports covering possible claim adjustments submitted by the contractor; (9) recommends modification of construction drawings and specifications to meet field conditions and prepares inspection reports and information for use in other reports; and (10) prepares final construction reports.

Responsible for complying with safety instructions and regulations, ensuring individual's safety, and promptly reporting unsafe acts, unsafe conditions, and accidents to the supervisor.

### **SCOPE OF WORK**

Inspection services will primarily be required on the SFSP which has multiple reaches at various stages of design and construction but may also include construction inspection of other CUPCA Facilities.

Daily services provided by the inspector will be coordinated with the Chief Inspector and Resident Engineer for a given project, under the oversight of the CUPCA Construction Manager. As a member of the CM team, the inspector will report technical and project related matters through the Chief Inspector and respective Resident Engineer. Items related to the subject proposal and resulting contract will be coordinated with the CUPCA Program Support Manager.

Daily activities will generally include onsite inspection and documentation of construction activities as previously described. Documentation includes tracking contractor personnel and equipment throughout the course of a given work period, a thorough description of each activity performed by the contractor during the given work period, description of safety and other conversation between the inspector and contractor, weather conditions, etc. The inspector will also document with digital photographs,

construction demonstrating, among other things, scale, installation methodology, condition and orientation of feature elements at each stage of construction. Daily inspection reports will be completed and saved to the Districts construction drive, including captioning of photographs before the end of the following work day.

The inspector will also be responsible for tracking time, materials, and other related items associated with Field Orders. At the conclusion of a work period when Field Order activities have been completed, the inspector, under direction of the Chief Inspector, will meet with the contractor to establish agreement on the hours worked, and equipment and supplies used to facilitate equitable Contract Change Orders.

The inspector will participate in weekly construction progress meetings and may be asked to participate in partnering workshops, change order negotiations, value engineering discussions/meeting, or other meetings pertinent to inspection responsibilities.

The inspector will be required to supply their own transportation (capable of accessing typical construction sites), personal protective equipment and other tools necessary to perform the inspector function in the field. Air monitoring equipment and temperature gauges will also be provided by the CM team.

A desk, chair, and desktop computer owned by CUWCD, with access to the Districts construction drive, will be provided at the respective construction field office for use during execution of this contract. For the SFSP project, the CUWCD ULS Field Office is the construction field office and is located at 4801 South Highway 89, Mapleton.

### **CONTRACT TERM**

The contract may be a multi-year contract in accordance with Utah Code Ann. §63G-6a-1204 and may be canceled at any time with 180 days written notice from either the District or the selected construction inspection firm.

### **SCHEDULE**

The following schedule will apply with respect to this RFP:

1. RFP Available for Download: May 3, 2019 on [www.cuwcd.com](http://www.cuwcd.com)
2. RFP Response Submission Deadline: May 15, 2019 at 4:00 p.m. (MST) (the "Submission Deadline")
3. Anticipated Award of Contract: At a District Board Meeting subsequent to the Evaluation Committee review

The District reserves the right, at its sole discretion, to cancel, delay, or postpone the award of a professional service contract, for any reason that it deems necessary, and in the best interest of the District.

### **CONTENT OF PROPOSAL**

The District requires all proposals to be submitted in **two clearly-marked, separately-sealed envelopes**. The first document (Four [4] printed copies) shall be submitted in a **separate, sealed envelope** clearly marked “**Proposal for CUPCA Construction Inspection Services**” and will include responder information and requested qualification criteria as outlined in items B and C below and shall be no more than five (5) 8 ½ x 11-inch pages in length, including the inspector’s resume. The second document (four [4] printed copies) shall be submitted in a **separate, sealed envelope** clearly-marked “**Cost Information for CUPCA Construction Inspection Services Proposal**” and will be the Cost Proposal, described in item D below, and shall be no more than one (1) 8 ½ x 11-inch page in length. The font size shall not be smaller than size 11 on both documents. If a company desires to propose more than one inspector, it must submit a separate proposal per inspector, not to exceed two (2) proposal by a given company.

Proposals should be submitted following these guidelines:

#### **A. SUBMISSION TIME, PLACE, AND MANNER**

The two separately sealed envelopes noted above, must be received on or before the “Submission Deadline”, Wednesday, May 15, 2019 at 4:00 p.m. **Mail or hand deliver** each envelope to the following address (please note this is a new address for the District):

Bart Leeflang  
Central Utah Water Conservancy District  
1426 E 750 N  
Suite 400  
Orem, UT 84097-5474

Late Submission: Proposals received after May 15, 2019 at 4:00 p.m. (MST) will not be considered. Any mailed proposal received after that date and time will not be considered, irrespective of the date of mailing or any other factor.

#### **B. RESPONDER INFORMATION**

The first page of the proposal should include:

Title: "Proposal to Provide CUPCA Construction Inspection Services"

Responder information: Firm Name/RFP Contact Person  
Address  
Telephone  
E-mail

### **C. RESPONSE CRITERIA**

The proposal document should have **clearly-labeled headings** that address the following criteria:

**a. Qualifications and ability to provide construction inspection services:**

Demonstrate a minimum of five (5) years of experience by identifying the inspector's specific role in performing construction inspection of the following:

- Large diameter welded steel pipe (greater than 48-inches diameter).
- Flow control structures, including hydraulic (gates/valves), electrical and mechanical systems.
- Excavation, placement and compaction of earthen materials.
- Other civil construction including structural steel, reinforced concrete, mass concrete, earthmoving, filter drains, small to large gates and valves, dam embankment construction, canal and canal lining construction, earthwork, reinforced concrete work, tunneling, and road and bridge construction, etc.
- Quality Control and Quality Assurance.
- Inspection documentation and report preparation.

**b. Issue resolution:**

Include a complete narrative of the inspector's approach to issue resolution as it relates to non-conforming work completed by a contractor, or other areas of conflict that may arise during construction including interface with other project stakeholders, sub-contractors, or the public. Provide examples specific to the proposed inspector and outcomes.

**c. Past performance:**

List references for (including that person's contact information) of three (3) Resident Engineers for which Construction Inspection Services have been provided, and who can render an opinion regarding

the ability of the responder to provide those services. Higher rating will be given to experience with Federal and Water District projects.

**d. Conflicts of interest:**

Indicate whether there are any potential conflicts of interest that would affect the ability of your firm to fairly providing inspection services for the District. For each potential conflict of interest, state for each:

- The names of the individuals or entities involved;
- The nature of the conflicts; and
- Steps that responder will take to avoid conflicts.

**D. COST PROPOSAL (SEPARATE DOCUMENT)**

In a separate document and sealed envelope entitled "Cost Proposal," include the proposed cost per day. **A proposal may be rejected as nonresponsive if any cost information is included in any portion of the proposal response other than in the "Cost Proposal" document.**

Provide the rate in dollars per day – **the sole payment mechanism under this contract.** Inspection services will be paid at a daily rate with the expectation that 8 hours will generally be worked by the inspector but will typically reflect the hours worked by the contractor. The daily rate also includes fuel and use of the inspector's personal vehicle, Personal Protective Equipment (Hard Hat, Safety Vest, Safety Glasses, Steel-Toe Boots, etc), and other personal tools and equipment necessary to complete inspection.

**E. ACCURACY OF PROPOSAL AND OTHER**

All proposals will be relied upon to be true and accurate. The District will rely on this information when evaluating each submission by the criteria listed in the Evaluation Process and Contract sections below. Any proposal failing to clearly present all the requested information or failing to be in the requested format may be considered non-responsive and rejected.

In accordance with State Law, proposals are a public record and are subject to public review upon request. However, a firm may request that any part of its proposal be designated as a protected record and not available for public release by complying with the requirements of §63G-2-309(1), Utah Code Annotated. To do this, firms must provide the District with a written claim of business confidentiality and a concise statement of reasons supporting this claim. This information must be submitted together with the proposal to be considered.

The District reserves the right to request a firm clarify any part of the submitted proposal. Response to such requests must be made in writing and will



become part of the proposal. Supplementary information and materials received after the deadline, that are not expressly solicited by the District, will not be considered in the evaluation. All firm proposals, including electronic media, will become and remain the property of the District.

### **SELECTION PROCESS & EVALUATION CRITERIA**

The District is committed to protecting the integrity of the competitive qualified selection process and is respectful of and grateful for the resources of firms submitting proposals. To that end, prospective firms are not to have any direct or indirect communications relating to this selection with any of the District selection committee or attempt to determine who may serve on the selection committee. Furthermore, if during the RFP preparation or selection time period a proposer is contacted by a member of the selection committee directly or indirectly regarding this selection, the proposer shall notify Chris Hansen, P.E., Construction Manager, of the contact or conflict. This will allow modification to the selection team or other action necessary to preserve the professional integrity of the selection process.

An evaluation and selection committee will meet to consider all responsive proposals submitted and rank the proposals based on the criteria stated below. If a responder is eliminated during the evaluation process, the firm will be notified in writing.

Evaluation categories are assigned a maximum number of points for evaluation purposes, with a maximum cumulative total of 100 points. Cost proposals will be retained by the District and will be evaluated only after the technical proposals have been evaluated and ranked. The proposals will be evaluated according to the following weighted criteria:

Criteria	Score (0-5)	Weight	Max Points
<b>1 Qualifications and ability to provide construction inspection services (see C.a above) – Max 50 points</b>			
Water conveyance and storage projects	0-5	x5	25
Other heavy civil construction	0-5	x3	15
QA/QC oversight and construction documentation (daily reports, QA/QC reporting and review, final construction reports)	0-5	x3	15
<b>2 Issue Resolution (see C.b above) – Max 15 points</b>			
Narrative is clear and well-written	0-5	x1	5
Demonstrates ability to effectively resolve/manage conflict	0-5	x2	10
<b>3 Past Performance (see C.c-d above) – Max 15 points</b>			
Demonstrated experience and successful past performance for water infrastructure projects	0-5	x2	10
Experience with Federal Water Projects	0-5	x2	10
<b>4 Cost Proposal</b>	<b>0-5</b>	<b>x2</b>	<b>10</b>
<b>Total Maximum Score Available</b>			<b>100</b>

## EVALUATION PROCESS

Compliance with Utah Procurement Code Requirements and Procedures. To determine which proposal provides the best qualified services with the best value to the District, the evaluation committee shall evaluate the proposals submitted in conformance with the applicable requirements of the Utah Procurement Code, using a staged evaluation process authorized by §63G-6a-710, Utah Code Annotated, as follows:

Stage 1: The evaluation committee will review all proposals that are received in a timely manner. Responders that are determined to be not responsive, and proposals that are not responsive, or do not comply with the requirements of this RFP and the requested submission format, will be eliminated from consideration. A written notice will be sent to those responders who are eliminated from consideration, and the responder's sealed cost proposal will be returned with the notice.

Stage 2: The evaluation committee will evaluate and rank proposals that are not eliminated in Stage 1 in accordance with the criteria 1 - 3 listed above.

Stage 3: Cost proposals for the top ranked finalists identified in Stage 2 will be opened. The cost proposals will receive a score for "Cost" of up to 10 points, as follows:

The proposal with the lowest reasonable price will receive the maximum points available. All other proposals will receive points determined by the ratio of the lowest reasonable proposal's price to its proposal's price. The ratio is calculated as follows: the maximum points available for the cost category, multiplied by lowest proposed price/proposal price.

### Best and Final Offers

In accordance with Utah Code Ann. §63G-6a-707.5, the evaluation committee may request best and final offers from responsible offerors who have submitted responsive proposals that meet the minimum qualifications and evaluation criteria identified in this RFP, if any:

1. No single proposal adequately addresses all the specifications stated in the request for proposals;
2. All proposals are unclear or deficient in one or more respects;
3. All cost proposals exceed the identified budget or the procurement unit's available funding;
4. Two or more proposals receive an identical evaluation score that is the highest score.

Best and final offers will then be evaluated and scored by the evaluation committee in accordance with the evaluation criteria and procedures stated in this RFP.

2. Justification Statement. In determining which proposal provides the best value to the District, the evaluation committee will prepare a written justification statement in compliance with the provisions of §63G-6a-708, Utah Code Annotated, including a written cost-benefit analysis if required as provided therein.

3. Submission of Recommendation. After completion of the evaluation and scoring of proposals and the justification statement, including any cost-benefit analysis, the evaluation committee shall submit the proposals, evaluation scores, and justification statement to the District procurement officer for review and potential board award.

### **CONTRACT**

1. Contract Award. After reviewing the proposals, evaluation scores, and justification statement, including any required cost-benefit analysis, and recommending to the Board for approval, the District procurement officer, or designee, in conformance with the provisions of §63G-6a-709, Utah Code Annotated shall award a contract, as soon as practicable, pending successful contract negotiations, to the responder whose proposal provides the best value and is the most advantageous to the District, taking into consideration price and other evaluation factors described in this RFP.

In accordance with Utah Procurement Code, the District reserves the right to award the contract to a technically qualified responder that scored lower than the highest scoring responder if, based on a cost-benefit analysis required by the Utah Procurement Code, the highest scoring responder will not provide the best value to the District.

The term of the contract shall continue as set forth in the section, “Contract Term” above, and may be canceled at any time with 180 days written notice from either the District or the selected construction inspection firm.

2. Publication of Award and Scores. The District shall, on the next business day after the award of a contract is announced, make available to each responder and to the public a written statement in accordance with Utah Code Ann. §63G-6a-709.5.

### **MODIFICATIONS TO, OR WITHDRAWAL OF, A SUBMITTED RESPONSE**

A responder may modify or withdraw the responder's proposal, at any time before the Submission Deadline, by providing a written modification or a written statement withdrawing the proposal to the RFP contact. Modifications or letters of withdrawal received by the RFP contact after the Submission Deadline will be rejected as invalid.

The District's procurement officer may: (i) allow a responder to correct an immaterial error in a responder's proposal, as provided in §63G-6a-114, Utah Code Annotated, and/or (ii) request a responder to clarify information contained in a proposal, as provided in §63G-6a-115, Utah Code Annotated. Notwithstanding the foregoing, a responder may not change the total amount of the Cost Proposal after the Submission Deadline; however, this does not apply to a change in the contract price during contract administration, as allowed under the Procurement Code.

### **COST OF RESPONDING TO RFP AND CONTRACT NEGOTIATIONS**

All expenses relating to responding to this RFP, including, but not limited to, preparing, submitting, and presenting a proposal, attending meetings in relation to this RFP, discussions, and all travel, dining, lodging, and communication expenses will be borne solely by the responder. The District assumes no liability for any costs incurred by a responder in responding to this RFP.

All expenses of the successful responder relating to conducting contract negotiations, including, but not limited to, drafting, research, legal review, preparation, attending meetings, site visits, travel, dining, lodging, and communication expenses will be borne solely by the responder. The District assumes no liability for any costs incurred by a responder relating to contract negotiations.

No responder shall bill the District for any expense that was incurred prior to the time that the contract is signed by all parties.

### **ADDITIONAL INFORMATION**

Questions regarding this Request for Proposals should be directed to Bart Leeftang, P.E., CUPCA Program Support Manager, by phone at (801) 226-7141 or by email at: [bart@cuwcd.com](mailto:bart@cuwcd.com).