

REQUEST FOR PROPOSALS

PROJECT: Crosstow Corridor Culinary Water Transmission line

CLIENT: Town of Alta, Utah

RFP RELEASE DATE: 9/18/24

RFP CLOSING DATE: 9/30/24

PROCUREMENT CONTACT:

Chris Cawley, Town Manager

ccawley@townofalta.com

801-742-6010

1. Introduction

The Town of Alta (“the Town”) operates a culinary water system that serves roughly 90 commercial and residential connections in Alta, Utah. The system consists of a water source deep inside an old mine tunnel, where water is pumped into an antimony treatment facility and then into two storage tanks in separate locations. About 2.5 miles of 6”, 8”, and 10” transmission pipelines exist in the system, along with two pressure reducing valves and 25 hydrants. In 2014, the Town developed a water system capital improvements plan with the goal of creating system redundancy and improving fire flows. As of September 2024, the Town is developing a water system master plan and is simultaneously planning to advance project concepts developed in the 2014 plan, which included the project described in this RFP.

2. Project Goals

To improve flow rates and redundancy on the Town of Alta culinary water system.

3. Scope of Project and Services

a) Engineering and design services for a 10” high-density polyethylene culinary water transmission pipeline, roughly 3,700’ in length, between existing waterline segments in the Alta Ski Area (ASA) Albion and Wildcat base areas. Roughly 3,300’ of the waterline is proposed to be installed in a trench being excavated by ASA along an existing utility corridor, in which ASA will install two 42” diameter HDPE snowmaking water storage pipelines and two 8” diameter steel snowmaking water transmission pipelines. The Town will be solely responsible for excavation, backfill, revegetation, and/or repaving of 16 segments extending beyond ASA’s trench. A pressure reducing valve may need to be installed along the Town’s proposed waterline.

The Town is currently developing a master plan for its culinary water and wastewater collection systems. As part of this project, a hydraulic model is being developed that can be used to inform the design of the proposed waterline.

An image of the proposed waterline alignment is attached as “Exhibit A”.

b) Successful respondent will submit relevant applications or other documentation required for approval to authorities having jurisdiction over the project including the State of Utah Division of Drinking Water (DDW) and the USDA Forest Service (USFS), or coordinate with Town staff to do so.

The proposed waterline will be installed entirely on National Forest System lands under USFS special use authorization to ASA. The USFS has already approved the segment of the proposed waterline to be included in ASA’s trench with the following conditions:

- Submit Plans and specifications stamped & signed by the licensed professional engineer responsible for the design.
- Provide engineering reports to include requirements called for in the State regulations.
- For Water Systems – provide design information and calculations to include water source capacity, types of water use (domestic, irrigation, fire, etc.), for average daily demands, maximum daily and hourly demand, needed fire flows, sizing of storage tanks, etc.
- Provide hydraulic analysis of the water system for static and dynamic conditions. Dynamic condition to include peak flow.
- Design should meet standards and requirements of the State, Environmental Protection Agency (EPA), and Forest Service.
- If required, obtain the appropriate permits from the State and/or Local Health Department. Provide a copy of the permit or documentation of application for permit.
- Clearly identify existing utilities within the project area.

The Town will be seeking USFS approval under the National Environmental Policy Act (NEPA) for the segments of the proposed waterline that extend beyond ASA’s trench, and it is reasonable to assume the same design conditions will apply

4. Time and Place of Submission of Proposals

Please submit proposals via email in .pdf format to Chris Cawley, Town Manager, at ccawley@townofalta.com by 4 PM on Thursday, September 26th, 2024.

5. Anticipated Selection and Project Schedule

Release Solicitation	9/18/2024
Deadline for Questions	9/24/2024 at 4:00 PM MST
RFSQs Due Date/Time (Deadline)	9/30 at 4:00 PM MST
Selection (anticipated)	By 10/1 at 4:00 PM MST
Fieldwork complete	11/1
Design Complete	12/1
DDW/USFS Permitting Complete	As soon as possible

6. Elements of Proposal and Evaluation Criteria

- a. Statement of respondent's qualifications to complete the project
- b. Proposed work plan or scope of work
- c. Client references
- d. Proposed project timeline
- e. Proposed fee

7. Additional Notes

- a. The Town reserves the right to withdraw this RFP at any time and is not obligated to make an award.
- b. Selected respondent will remain eligible to bid on subsequent projects.
- c. Potential bidders may not inquire about this RFP following its publication other than by emailing the procurement contact listed above; noncompliance may result in disqualification. The Town will compile a list of questions about this RFP and answers to those question and will post the compilation on the Town of Alta website at www.townofalta.com

8. Attachments

Exhibit "A": aerial image of proposed waterline alignment

Exhibit "B": TOWN OF ALTA PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING AND DESIGN PROFESSIONALS

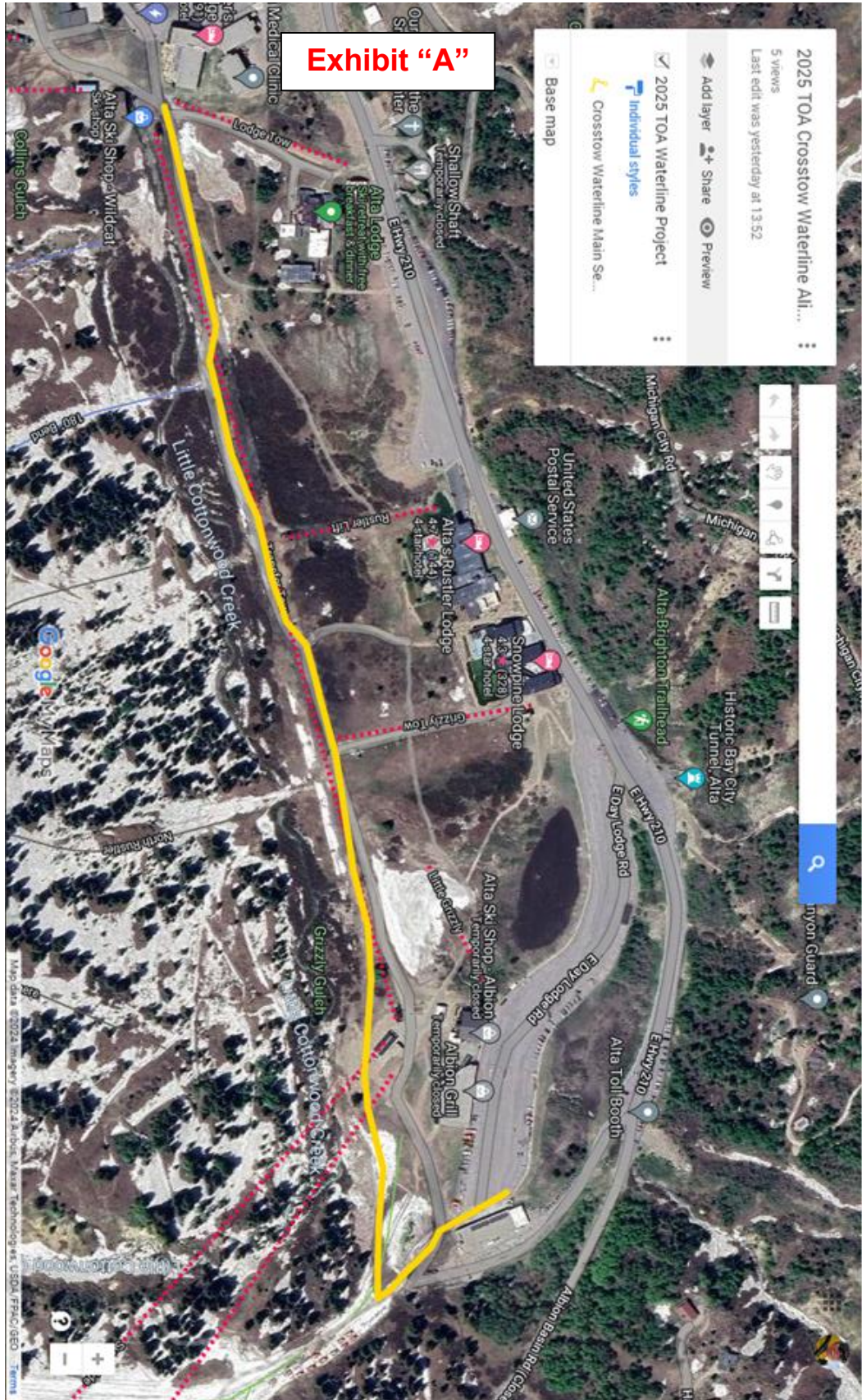


Exhibit "A"

TOWN OF ALTA
PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING AND DESIGN
PROFESSIONALS

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____ 2024, by and between the TOWN OF ALTA, a Utah municipal corporation, (“Town”), and _____ a Utah Corporation (“Service Provider”), and collectively, the “Parties.”

RECITALS

WHEREAS, the Town desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient Town resources are not available to provide such services; and

WHEREAS, Utah State Code Section 13-8-7 has specific requirements when a governmental entity contracts with design professionals which includes architects, professional engineers and land surveyors and landscape architects, and this Agreement meets those requirements; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and licensed in the State of Utah and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

AGREEMENT

1. SCOPE OF SERVICES

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the “Scope of Services” attached hereto as “Exhibit A” and incorporated herein.

2. TERM

The Agreement execution date shall be the commencement of the term and the term shall terminate on December 31, 2024, or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. The total fee for the Project shall not exceed _____ inclusive of all costs as detailed in Exhibit A.
- B. Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- C. Payments for services provided hereunder shall be made monthly following the performance of such services. Service Provider shall provide an invoice for services rendered during that period. Alta shall make payment to the Service Provider within thirty (30) days thereafter. No payment shall be made for any service rendered by Service Provider except for services identified and set forth in this Agreement. For all “extra” work the Town requires and is approved by the Town, the Town shall pay Service Provider at a rate as outlined in Exhibit A.

4. REPRESENTATIONS AND WARRANTIES FOR ARTISTIC, ARCHITECTURAL, AND ENGINEERING SERVICES:

Service Provider represents and warrants to the Town that:

- A. Copyright: Neither the Project nor its components or any other element of the Project infringe or violate any copyright or patent right held by any person or entity;
- B. Licensing: Service Provider and if applicable any subcontractors shall possess and maintain in good standing throughout the term of this Agreement all licensing/certification necessary to perform all services provided for in this Agreement, including but not limited to applicable contractors, architectural, and engineering licenses/certification.

5. RECORDS

- A. Service Provider shall maintain records, documents, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement.
- B. The Town is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended (“GRAMA”). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as “confidential - business confidentiality” and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The Town will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the Town related to any disclosure of materials pursuant to GRAMA.

6. TREATMENT OF ASSETS.

Title to all property furnished by the Town shall remain in the name of the Town and the Town shall become the owner of the work product and other documents, if any, prepared by Service Provider pursuant to this Agreement.

7. INDEPENDENT CONTRACTOR RELATIONSHIP

- A. The parties intend that an independent Service Provider/Town relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the Town for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the Town provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the Town and shall be subject to the Town's general rights of inspection and review to secure the satisfactory completion thereof.

8. HOLD HARMLESS INDEMNIFICATION

- A. The Service Provider shall indemnify and hold the Town and its agents, employees, and officers, harmless from any and all liability for damages, including claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the Town arising out of, in connection with, or incident to (1) the Service Provider's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Service Provider's subconsultant's or subcontractor's negligence.
- B. The Service Provider shall also reimburse the Town, including its agents, employees, and officers, and any other person for attorney fees or other costs incurred by the person in defending against a claim alleging liability for damages to the extent the attorney fees or costs were incurred due to (1) the Service Provider's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Service Provider's subconsultant's or subcontractor's negligence.
- C. If such claims are caused by or result from the concurrent negligence of the Town, its agents, employees, and officers, this indemnity provision shall be valid and enforceable to the extent of the Service Provider's breach of contract, negligence, recklessness, or intentional misconduct; or the Service Provider's subconsultant's or subcontractor's negligence.
- D. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the Town for a loss or injury that Service Provider would be obligated to indemnify the Town for under this Agreement. This limited waiver has been

mutually negotiated by the Parties and is expressly made effective only for the purposes of this Agreement.

E. Further, nothing herein shall require the Service Provider to hold harmless, defend, or reimburse the Town, its agents, employees and/or officers from any claims arising from the sole negligence of the Town, its agents, employees, and/or officers.

F. The Service Provider is required to maintain and to provide a standard of care consistent with other Service Providers with the same or similar professional license, who normally provide projects, work, and/or services as is established in this Agreement in Alta, Utah. Accordingly, if the nature of the project, work, and/or services established in this Agreement requires specialized design expertise, the Service Provider is required to provide services consistent with the specialized design expertise established in this Agreement.

G. No liability shall attach to the Town by reason of entering into this Agreement except as expressly provided herein.

H. The provisions of this section shall survive the expiration or termination of this Agreement.

9. INSURANCE

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors as follows:

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage.
- B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- D. Workers Compensation insurance limits written as follows:
 - a. Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. The Town shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of Service Provider and a copy of the endorsement naming the Town as an additional insured shall be attached to

the Certificate of Insurance. Should any of the above-described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the Town within thirty (30) days of cancellation. The Town reserves the right to request certified copies of any required policies.

- F. Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

11. NONDISCRIMINATION.

- A. The Town is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. If any assignment or subcontracting has been authorized by the Town, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

13. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO TOWN EMPLOYEES.

- A. No member, officer, or employee of the Town shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind on any third party.
- C. No Town employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the Town.

14. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(B), or deleted from the scope, at the option of the Town.
- C. The Town shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

15. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days’ written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the Town. If the Service Provider has any property in its possession belonging to the Town, the Service Provider will account for the same, and dispose of it in a manner directed by the Town.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days’ written notice thereof, the Town may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

16. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 18 is effective upon receipt. All reference to “days” in this Agreement shall mean calendar days.

17. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

18. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Salt Lake County, Utah.

19. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision, which may conflict therewith, shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

20. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

SIGNATURES ON FOLLOWING PAGE

TOWN OF Alta, a Utah municipal corporation
P.O. Box 8016
Alta, UT 84092

Chris Cawley, Town Manager

Attest:

Jen Clancy, Town Clerk

SERVICE PROVIDER:

_____ (Provider)

_____ (Address)

_____ (Address)

Signature

Printed Name

Title

EXHIBIT A
SCOPE OF WORK