



**Memorandum**

**To:** Town Council  
**From:** Niall Connolly, Principal Planner  
**Date:** February 3, 2023  
**Re:** **Virgin River Stream Protection Improvement Project - Consultant Selection and Contract Approval**

The Town Staff recommends the Council selects Rosenberg Associates to help deliver the Virgin River Stream Protection Improvement Project. Staff further recommends the Council approve the service agreement contract between Rosenberg Associates and the Town for the Stream Protection Improvement project.

In January of this year the Town issued an RFP for a Project Engineer to help deliver this project . This project is included in the current year's budget. The purpose of the project is to protect essential Town infrastructure and utilities from erosion. This includes State Highway Route 9, culinary water main lines, wastewater main lines and underground power lines. The improvement project will be located on the west side of the river, immediately north of the vehicle bridge at the River Park.

The RFP covers the following stages of the project:

- Regulatory Consultations and Permitting
- Project Preliminary Design
- Project Final Design
- Technical Specification and Bid Documents
- Project Bidding and Contractor Selection
- Construction Engineering

The Town received three proposals in response to the RFP, all from highly qualified and capable firms. After reviewing the proposals and references, the RFP selection committee recommends the Council select Rosenberg Associates as the Project Engineer.

Rosenberg Associates is a local firm with considerable experience with engineering projects in Zion Canyon. They provided input during the drafting of the Town's Virgin River Management Plan (2019) and developed the initial design and engineering concepts for this Stream Protection Improvement project. They also supported the Town in preparing the FEMA BRIC Grant Application for this project. Their detailed knowledge of the background and origins of this project is an advantage. Further, they have a proven track record of managing regulatory consultations and permitting on similar projects. A copy of the Rosenberg Associates proposal is enclosed so that the Council can become familiar with Rosenberg Associates expertise and experience.

Other consultants who submitted proposals, but were not recommended are: Alpha Engineering and Fawkes Consultants.

***Contract Documents***

Rosenberg Associates has provided a service agreement contract template for the project, which is enclosed. The Attorney is currently reviewing the contract, but has not completed the review. To facilitate an efficient start to the project, staff recommends the Council authorize the Mayor to sign the contract document once the Attorney has completed the review. (Of course, if there are policy issues with the contract that need the Council's action, the contract would be brought back for Council review.)

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **Town of Springdale** with offices at 118 Lion Boulevard, Springdale, Utah 84767, (hereinafter called "CLIENT"), and **Rosenberg Associates**, with offices at 352 East Riverside Drive, Suite A2; St. George, Utah 84790 (hereinafter called "CONSULTANT").

### WITNESSETH THAT:

WHEREAS, CLIENT desires professional services to be performed by providing civil engineering services (hereinafter call the "SERVICES"); and

WHEREAS, CLIENT has solicited the services of CONSULTANT to develop **SPRINGDALE HMGP VIRGIN RIVER PROTECTION**, (hereinafter call the PROJECT); and

WHEREAS, CONSULTANT has submitted a fee proposal dated January 20, 2023, which outlines the scope of work for the PROJECT; and

WHEREAS, CLIENT on January 27, 2023 selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

### 1. EMPLOYMENT OF CONSULTANT

- a. CONSULTANT is a professional Engineer licensed by the State of Utah. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- c. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or dispose to any third party any confidential information relative to the work of CLIENT or the operations or procedures of CLIENT without the prior written consent of CLIENT.
- d. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- e. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

- f. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CLIENT during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CLIENT, except as modified or waived in this Agreement.
- g. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- h. CLIENT acknowledges that CONSULTANT may employ various specialized subcontractors for up to 35% of the services provide herein. CONSULTANT shall give written notice to CLIENT at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT's subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CLIENT.

2. **PROJECT SERVICES DESCRIPTION**

- a. CONSULTANT will provide the services covered by this Agreement as described in the attached **Scope of Work (Exhibit A)** which is made a part of this Agreement by this reference. CLIENT may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
- c. CONSULTANT shall prepare plans and construction documents in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT**

- a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.
- b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CLIENT.
- c. CONSULTANT shall perform its services according to the schedule upon receipt of a written Notice to Proceed from CLIENT. CLIENT may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its services is delayed by causes

beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CLIENT with written notice of delay, including a description of the delay and the steps contemplated or taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CLIENT shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in **Exhibit A**.

5. **INVOICING, PAYMENT, NOTICES**

- a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractor's used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- b. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CLIENT shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
- c. CLIENT shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- d. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CLIENT.

6. **CHARGES AND EXTRA SERVICE**

- a. CLIENT may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CLIENT of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in Exhibit "A". However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- b. CLIENT may request CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT shall perform such extra services and will be compensated for such extra

services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.

- c. CLIENT shall not be liable for payment of any extra services nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

7. **TO BE FURNISHED BY CLIENT**

Resources to be furnished by CLIENT to CONSULTANT, at no cost to CONSULTANT, consist of CLIENT staff assistance for oversight, meetings, and any other mapping or information described in the Request for Proposals that will help to perform the services. CONSULTANT shall verify accuracy of provided information as defined in the CONSULTANTS Scope of Work.

8. **INSPECTIONS**

All work shall be subject to inspection and approval of CLIENT or its authorized representative.

9. **ACCURACY AND COMPLETENESS**

- a. CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
- b. The plans will be reviewed by CLIENT for conformity with PROJECT objectives and compliance with CLIENT Standards.
- c. Reviews by CLIENT do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR**

- a. The CLIENT retains and employs CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- b. It is understood and agreed that CONSULTANT will provide the services without supervision from CLIENT. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CLIENT for any purposes related to the performance of this Agreement and is not an employee of CLIENT and is not entitled to any benefits from CLIENT.
- c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CLIENT.
- d. CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.

- e. CONSULTANT acknowledges that CLIENT will not withhold any federal, state, or local taxes, including FICA, nor will CLIENT provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CLIENT harmless and indemnify CLIENT from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- f. CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered to be the employees of CLIENT nor have any contractual relationship with CLIENT. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CLIENT by reason of this Agreement. The employees of CLIENT shall not be considered to be employees of CONSULTANT.
- g. Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CLIENT'S prior written authorization.

11. **INSURANCE**

- a. GENERAL: CONSULTANT shall secure and maintain insurance as required by law and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement. CONSULTANT'S insurer must be authorized to do business in Utah.
- b. COMMENCEMENT OF WORK: Neither CONSULTANT, nor any subcontractors shall enter the site of the work or commence work under this contract before CLIENT has received and accepted Certificate(s) of Insurance and has issued the Notice to Proceed.
- c. INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company.

12. **DOCUMENTS**

- a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CLIENT, and CLIENT shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all the foregoing documents shall be delivered to CLIENT promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall

be a condition precedent to CLIENT's obligation to make final payment to CONSULTANT. If CLIENT has specific requirements on the information and manner the documentation is collected, CLIENT shall provide those specifics to CONSULTANT in writing.

- b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CLIENT in a format approved by CLIENT which shall generally be a hard copy and an electronic copy, and shall become the property of CLIENT whether the work for which they are prepared is executed or not.
- c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CLIENT without restriction or limitation on their use.
- d. CLIENT shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.
- e. CLIENT will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details by a third party, for purposes other than the project associated with this Agreement, unless CLIENT obtains from CONSULTANT a written verification adopting or adapting the third party's use of these reports, designs, or details.

### **13. RECORDS**

- a. CONSULTANT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- b. CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- c. Said books shall be available for at least three (3) years after final payment for reasonable examination by CLIENT.

### **14. TERMINATION**

- a. CLIENT may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- b. In the event of such termination, CLIENT shall pay CONSULTANT for all services rendered up to and including the date of termination.
- c. CONSULTANT shall deliver to CLIENT copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that was prepared or was being prepared under the provisions of this Agreement.



15. **SUCCESSORS AND ASSIGNS**

CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without the prior approval of CLIENT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

16. **CONFLICT OF INTEREST**

- a. CONSULTANT certifies that it has disclosed to CLIENT any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
- b. CONSULTANT agrees to advise CLIENT of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
- c. CONSULTANT further agrees to complete any statements of economic interest required by either CLIENT ordinance or State law.

17. **NOTIFICATION**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

**Town of Springdale**  
118 Lion Boulevard  
Springdale, Utah 84767  
Attention: Rick Wixom

**Rosenberg Associates**  
352 East Riverside Drive, Suite A-2  
St. George, Utah 84790  
Attention: Jared Bates

18. **GOVERNING LAW AND VENUE**

This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

19. **MODIFICATION OF AGREEMENT**

CLIENT specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.

20. **RESERVED LEGISLATIVE POWERS**

Nothing in this Agreement shall limit the future exercise of the police power by CLIENT in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.

21. **ASSIGNMENT**

Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned, sold, transferred or otherwise disposed of to any other party, individual or entity without assigning the rights and the responsibilities under this Agreement and without prior written consent of CLIENT, which consent shall not be unreasonably withheld.

22. **BINDING EFFECT**

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

23. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS**

It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

24. **INTEGRATION**

This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CLIENT and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

25. **SEVERABILITY**

If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

26. **SURVIVAL**

It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

27. **HEADINGS**

The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

28. **COUNTERPARTS**

This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

29. **AUTHORIZATION**

The parties hereto have subscribed their names through their proper officers duly authorized as of the day and year first above written.

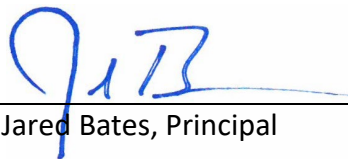
IN WITNESS WHEREOF, this Agreement has been executed by the CLIENT and CONSULTANT effective from the day and year first written above.

**Town of Springdale**

**Rosenberg Associates**

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Barbara Bruno, Mayor



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Jared Bates, Principal

APPROVED AS TO FORM

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Attest: Darci Carlson, Town Clerk



# EXHIBIT A

## WORK PLAN AND FEES

CLIENT **Town of Springdale**  
 118 Lion Boulevard, PO Box 187  
 Springdale, UT 84767

PROJECT **11545-23-004**  
 Springdale HMGP Virgin River Protection  
 Springdale, UT

ENGINEER **Rosenberg Associates**  
 352 East Riverside Drive, Suite A-2  
 St. George, UT 84790

EFFECTIVE DATE February 14, 2023

**STATEMENT OF PROPOSED FEES**

<b>1</b>	<b>REGULATORY CONSULTATIONS AND PERMITTING</b>	<b>\$12,820</b>
	Prepare the applications, plans, details and reports required to obtain environmental permits for construction of the proposed project, to include the following:	
	a. <u>Waters of the US Delineation</u>	<u>\$5,420</u>
	Delineate the Waters of the United States using methods defined by the US Army Corps of Engineers and determine the Ordinary High-Water Mark (OHWM) location. Quantify the potential temporary and permanent impacts caused by construction of	
	Principal Engineer 1	6 hours \$170 = \$1,020
	Staff Engineer 3	20 hours \$120 = \$2,400
	Staff Engineer 2	20 hours \$100 = \$2,000
	b. <u>USACE Consultation</u>	<u>\$940</u>
	Review the proposed impacts within the OHWM with the Corps of Engineers Project Manager to determine the appropriate permit application and supporting document needs including mitigation to satisfy the requirements of the Federal Clean Water Act, including preparation of a COE Programmatic General Permit 10.	
	Principal Engineer 2	2 hours \$180 = \$360
	Principal Engineer 1	2 hours \$170 = \$340
	Staff Engineer 3	2 hours \$120 = \$240
	c. <u>Utah State Stream Alteration Consultation and Permit</u>	<u>\$5,080</u>
	Consult with the State Stream Alteration Permit Specialist and prepare a Joint Permit Application supporting documents required to permit construction of the project.	
	Principal Engineer 1	4 hours \$170 = \$680
	Staff Engineer 3	20 hours \$120 = \$2,400
	Staff Engineer 2	20 hours \$100 = \$2,000
	d. <u>Town Floodplain Development Permit Application</u>	<u>\$1,380</u>
	Submit a Floodplain Development Permit application and exhibits to the Floodplain Administrator for review and approval.	
	Principal Engineer 1	2 hours \$170 = \$340
	Staff Engineer 3	2 hours \$120 = \$240
	Staff Engineer 2	8 hours \$100 = \$800

<b>2</b>	<b>PROJECT PRELIMINARY DESIGN</b>	<b>\$9,600</b>
	Prepare preliminary (60% level of completion) construction plans and details for the mitigation project including proposed hazard mitigation improvements plans and details to include riprap erosion protection, bioengineering erosion protection, construction access, and construction notes; and determines preliminary quantities for bidding.	

Principal Engineer 2	6 hours	\$180 =	\$1,080
Principal Engineer 1	16 hours	\$170 =	\$2,720
Staff Engineer 3	40 hours	\$120 =	\$4,800
Staff Engineer 2	10 hours	\$100 =	\$1,000

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**3 PROJECT FINAL DESIGN \$9,600**

Review the preliminary construction plans and details with the Town of Springdale project manager and impacted utility companies, then finalize the construction plans and bid quantities. *It is anticipated that 100% plans will be complete within 60 days after the project contract is executed.*

Principal Engineer 2	6 hours	\$180 =	\$1,080
Principal Engineer 1	16 hours	\$170 =	\$2,720
Staff Engineer 3	40 hours	\$120 =	\$4,800
Staff Engineer 2	10 hours	\$100 =	\$1,000

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**4 TECHNICAL SPECIFICATIONS AND BID DOCUMENTS \$3,740**

Prepare technical specifications and bid documents for the mitigation project to include bid instructions, bid schedule, bid form, construction agreement, general conditions, and special provisions.

Principal Engineer 2	1 hour	\$180 =	\$180
Principal Engineer 1	4 hours	\$170 =	\$680
Staff Engineer 3	24 hours	\$120 =	\$2,880

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**5 PROJECT BIDDING AND CONTRACTOR SELECTION \$1,950**

Assist the Town of Springdale project manager with the project bid process including conducting a pre-bid meeting and site walk through responding to questions from bidders, preparing addenda and tabulating bids. *It is anticipated that advertising the construction project for bid will occur as soon as possible after the 100% plans are complete and all necessary regulatory approvals have been obtained.*

Principal Engineer 1	3 hours	\$170 =	\$510
Staff Engineer 3	12 hours	\$120 =	\$1,440

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**6 CONSTRUCTION ENGINEERING \$7,280**

Provide support to the Town of Springdale staff for construction engineering and oversight services during the mitigation project construction process to include conducting the pre-construction meeting and weekly contractor coordination meetings; providing routine field visits to observe the contractor's work progress and answer questions; providing clarifications and interpretations of the project design and technical specifications; reviewing shop drawings, samples, and other submittals from the contractor; reviewing substitutes and "or equal" materials and equipment proposed by the contractor; and providing coordination and interpretation of the environmental and regulatory permits.

Conduct progress meetings with Town staff and other stakeholders to provide updates on the project status and to receive feedback and general oversight from the Town, assuming at least one progress meeting every two weeks for the duration of the project.

Following completion of the work, prepare documentation required by FEMA to close out the grant, including project cost summaries, payment documentation, environmental compliance and quarterly progress reports. Coordination will include the UDEM Mitigation and Recovery Section and FEMA Region

Principal Engineer 2	4 hours	\$180 =	\$720
Principal Engineer 1	16 hours	\$170 =	\$2,720
Staff Engineer 3	32 hours	\$120 =	\$3,840

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**PROJECT TOTAL \$44,990**

## FEE SCHEDULE

<b>ENGINEERING</b>		
Principal Engineer 2	hour	\$180
Principal Engineer 1	hour	\$170
Project Engineer 2	hour	\$155
Project Engineer 1	hour	\$130
Staff Engineer 3	hour	\$120
Staff Engineer 2	hour	\$100
Staff Engineer 1	hour	\$80
<b>DESIGN</b>		
Designer 3	hour	\$140
Designer 2	hour	\$100
Designer 1	hour	\$90
Drafter 3	hour	\$80
Drafter 2	hour	\$70
Drafter 1	hour	\$50
<b>TECHNICIAN</b>		
Technician 3	hour	\$100
Technician 2	hour	\$90
Technician 1	hour	\$70
<b>SURVEY</b>		
Land Surveyor 3	hour	\$170
Land Surveyor 2	hour	\$150
Land Surveyor 1	hour	\$125
Survey Crew 1-Man	hour	\$125
Survey Crew 2-Man	hour	\$160
Survey Crew Drone	hour	\$180
<b>ADMINISTRATIVE</b>		
Admin 1	hour	\$130
Admin 2	hour	\$70
<b>OTHER FEES</b>		
Large Copies	sheet	\$3.50
Outside Services	invoice + 10%	



## **REQUEST FOR PROPOSALS**

### **Stream Protection Improvements to the Virgin River in Springdale, Utah- Project Engineering**

#### **1. REQUEST**

The Town of Springdale requests proposals from engineering firms with expertise in river management and project design to help deliver an erosion mitigation project on the Virgin River. Specifically, we are seeking an engineering firm to carry out detailed design, manage regulatory consents and permitting, produce bid documents, assist with contractor selection and construction engineering.

#### **2. OVERVIEW**

The Town of Springdale has adopted a Virgin River Management Plan that outlines the importance of preserving and protecting the Virgin River as development increases in Zion Canyon. During the preparation of the VRMP, the Town's appointed Consultant Engineer (Rosenberg Engineering) identified a section of the Virgin River where future erosion could pose a significant risk to Town infrastructure and utilities. This includes State Highway Route 9 (which provides access to both the town and Zion National Park), culinary water main lines, wastewater mainlines, and underground power lines. In order to protect this essential infrastructure, a mitigation project has been devised by Rosenberg Engineering, on behalf of the Town. The Town of Springdale has been awarded Hazard Mitigation Grant Program funding from FEMA to implement this mitigation project.

The mitigation project combines a rock riprap section with bioengineering techniques. The Town has completed a conceptual design for the proposed erosion protection. The concept design includes four foot thick 24" D50 rock riprap placed near the river flow line, extending up approximately 16 ft. The height is approximately two feet above the 100-year flood water surface elevation and slightly below the adjacent trail. In addition to the riprap protection, willow pole plantings will be planted along the adjacent riverbank. This section provides scour protection and helps avoid extreme dewatering, trench shoring and excess disturbance within the floodplain.

Having selected a conceptual mitigation scheme and with funding now secured, the Town is seeking to move forward with delivery of this project. The next steps, and the focus of this Request for Proposals, are as follows:

1. Regulatory Consultations and Permitting
2. Project Preliminary Design (60%)
3. Project Final Design (100%)
4. Technical Specification and Bid Documents
5. Project Bidding and Contractor Selection



## 6. Construction Engineering.

This is laid out in more detail in the Scope of Work below.

### *About the Town of Springdale*

The Town of Springdale is located immediately adjacent to Zion National Park and serves as the gateway to the Park's south entrance. Springdale experiences an influx of millions of visitors a year due to the proximity to the Park. As desert communities go, Springdale is fortunate to have the Virgin River running the length of town. From its headwaters near Navajo Lake above Zion National Park, the Virgin River meanders through the Park and into the Town of Springdale. The town encompasses land on both sides of the Virgin River for about three miles. The properties along the river include residential, commercial, public, and open space. The Virgin River provides drinking water to all of Springdale and beyond. Town residents and visitors alike value the Virgin River for the habitat it provides for a wide array of aquatic and terrestrial wildlife. Like any river, the Virgin River is subject to the natural processes of erosion and deposition. The Town seeks to protect its essential infrastructure, while conserving the natural state of the Virgin River as much as possible.

### *Existing Resources*

The Town of Springdale worked with Rosenberg Engineering to prepare an application for HGMP funding. This application was ultimately successful, and funding has now been awarded. The application included a conceptual engineering design, along with supporting biological, cultural and other studies. All of this information will be available for the consultant to refer to.

In addition, the Town of Springdale has access to studies, data, and other resources that can help inform the consultant's work and that will serve as background for the work requested in this RFP. These resources include:

- *Flood Insurance Study for Washington County, Utah And Incorporated Areas, April 2009, Federal Emergency Management Agency.*
- *High Resolution Aerial Imagery of the Tributary Washes (Spring 2022)*
- *Town of Springdale Virgin River Management Plan (2019)*
- *Erosion Hazard Analysis of the Virgin River in Springdale (2020)*

## **3. MITIGATION PROJECT SCOPE OF WORK**

The project includes the following work:

- 1- Regulatory Consultations and Permitting: The project engineer will prepare the applications, plans, details and reports required to obtain environmental permits for construction of the proposed project, to include the following:
  - a. *Water of the US Delineation*: Delineate the Waters of the United States using methods defined by the US Army Corps of Engineers and determine the Ordinary High-Water



Throughout the project the project engineer will hold regular progress meetings with Town staff and other stakeholders to provide updates on the project status and to receive feedback and general oversight from the Town. The project engineer will hold at least one progress meeting every two weeks for the duration of the project.

Following completion of the work the project engineer will prepare documentation required by FEMA to close out the grant, including project cost summaries, payment documentation, environmental compliance and quarterly progress reports. Coordination will include the UDEM Mitigation and Recovery Section and FEMA Region 8.

#### **4. CONSULTANT QUALIFICATIONS**

The Town desires the following skills and capabilities in the consultant:

- 1- Familiarity with the Town of Springdale, the Virgin River, and Zion Canyon.
- 2- Expertise in natural channel design for river systems.
- 3- Expertise in designing erosion hazard mitigation projects in other communities with perennial streams subject to extreme flood events, similar to the Virgin River in Springdale.
- 4- Expertise managing regulatory and permitting requirements of similar projects.
- 5- Experience managing the bid process and working directly with contractors at construction stage.

#### **5. BUDGET**

The Town has budgeted \$45,000 for this work. Consultants will be selected based on the best value they can offer the Town while staying within this budgeted amount. Consultants are encouraged to suggest additional services that, based on the consultant's experience and expertise, will help the Town achieve its goals to protect essential infrastructure from erosion and that can be accomplished within the \$45,000 budget.

The Statement of Proposed Fees (see submittal requirements section below) should include a projected lump sum for the entire project, as well as subtotal amounts for each of Tasks identified in the scope of work section above.

#### **6. SUBMITTAL REQUIREMENTS**

Consultants interested in providing the services listed above should prepare and submit proposals pursuant to the details listed below. Proposals must adhere to the format and contain all the required information listed below. Submittals should be prepared economically and be as concise as possible. There is no minimum or maximum length requirement, but submittals should be as brief as possible while still containing all required information. Submittals will be evaluated on quality of content, not on quality of presentation. Failure to include any of the required information is grounds for rejecting the proposal, regardless of the consultant's qualifications.

1. Format:
  - a. Proposals must be submitted in PDF format.
  - b. Each page of the proposal must be numbered and must contain the consultant's name in the footer.
2. Content: Proposals should contain all the information listed below. The proposal should present the information in the order it is listed below.
  - a. *Letter of Transmittal*. This letter must contain:
    - i. The consultant's name, address, and contact information.
    - ii. A brief summary of the consultant's key qualifications.
  - b. *Statement of Qualifications*.
    - i. Relevant Experience.
    - ii. Key personnel involved in the project. List the name and relevant experience of the lead personnel that will be involved in the project. Identify the projected amount of time each of the key personnel will spend on the project.
    - iii. Sub-consultants. List any sub-consultants that will be involved in the project, along with their experience and qualifications, as well as the projected amount of time the sub-consultants will spend on the project.
    - iv. Additional Information (optional). This section should be limited to information not covered elsewhere in the proposal that is directly related to the consultant's qualifications to provide the services listed above.
  - c. *References*. Provide name and phone contact information for three individuals who can provide a reference regarding the consultant's professional abilities.
  - d. *Proposed Project Plan*. Include a detailed description of how the consultant plans to provide the services listed in the "Scope of Work" section of this RFP. Include proposed project deliverables and a project timeline. Include any other services or products the consultant proposes.
  - e. *Statement of Proposed Fees and Proposed Contract*. Include the total compensation the consultant is seeking for the services listed in the "Scope of Work" section of this RFP. List the requested compensation by the amount of hours each team member will spend on each task. Include a proposed project contract that can be sent to the Town Council for approval. **The Statement of Proposed Fees and Proposed Contract must be in a separate PDF document from the rest of the submittal and clearly identified as the Statement of Proposed Fees.**

Consultants must submit their proposals electronically in PDF format. The electronic submittal may be submitted via USB drive, or email to [tdansie@springdaletown.com](mailto:tdansie@springdaletown.com) with the subject line: Stream Protection Improvements - Project Engineering Consultant Proposal.

## 7. SELECTION PROCESS

Evaluation of submittals shall be on the following criteria:

- A. Consultant’s professional experience and expertise (based on Section 4: Consultant Qualifications).
- B. Consultant’s experience with designing streambank protection projects similar in scope, nature and complexity to the Springdale project.
- C. References.
- D. Completeness of consultant’s submittal.
- E. Other evaluation criteria listed in section 1-9-6(J) of the Springdale Town Code.
- F. After consideration of all the criteria listed above, costs and value for services.

After an initial review the Selection Committee may elect to select a successful proposal. Alternatively, the Selection Committee may elect to contact proposers to ask for final and best offers, pursuant to the Town of Springdale procurement policy. After scoring all proposals (and all final and best offers, if applicable), the selection committee will make a recommendation to the Springdale Town Council regarding the successful proposal. The Springdale Town Council will formally award the work and enter into a contract with the consultant.

## 8. SCHEDULE

The selection process for the erosion hazard study consultant will follow the schedule listed below.

- A. Request for Proposals Issued .....January 3, 2023
- B. Deadline for submissions of Proposals ..... January 23, 2023
- C. Selection Committee Recommendation to Town Council .....February 8, 2023
- D. Work begins .....upon execution of contract
- E. Project concludes.....90 days after contract is executed

The Town reserves the right to modify the schedule at its sole discretion in order to best facilitate the selection and review process.

## 9. ADDITIONAL INFORMATION

### *Reserved Rights*

The Town of Springdale reserves the right to reject all proposals and re-issue the Request for Proposals. The Town further reserves the right to waive minor irregularities in the qualifications when such a procedure is reasonably in the best interest of the Town.

#### *Ownership of Work Products*

All work products produced by the consultant in completing the services in the “scope of work” section of this RFP will become property of The Town of Springdale. The Town will retain copyright and intellectual property rights over all work products completed pursuant to the “scope of work” section of this RFP. All documents, communication, reports, drawings, designs, etc. submitted to the Town become public information subject to public disclosure according to the Utah Government Records Access and Management Act.

#### *Amendments*

If it becomes necessary to revise or amend any part of this Request for Proposals the Town will post the amended Request on its website.

#### *Concise Submittals*

Proposals should be prepared simply and economically, providing a straightforward and concise description of the consultant’s ability to perform the work in the “Scope of Work” section of this RFP.

#### *Demands for Additional Information*

Should the Town require additional information from any respondent to reasonably conduct its review of submittals, the respondent shall furnish the requested information in a timely manner.

#### *No Reimbursement for Preparation Costs*

Costs to prepare a submittal pursuant to this Request for Proposals are entirely the responsibility of the respondent. The Town will not reimburse any respondent any costs associated with responding to this Request for Proposals.

#### *Requests for Information*

All inquiries regarding this Request for Proposals should be directed to:

Thomas Dansie  
Town of Springdale  
Director of Community Development  
435-522-4130  
[tdansie@springdaletown.com](mailto:tdansie@springdaletown.com)