

Tab 2

Agenda Item: Consider approval of consultant agreement for alternative funding sources

Objective: Award a 5-year contract for alternative funding strategies.

Background: Recent District planning documents, including the 2020 Master Plan and 2023 Multi-hazard Mitigation Plan, identify hundreds of millions of dollars in projects over the next several years. Some of these projects include the LCWTP rebuild and the SLA hardening. These projects and the associated budget limitations have been discussed at length with the board and its committees.

The District seeks alternative funding sources, such as grants and low-interest loans, to address infrastructure needs while balancing property tax and water rates. The District desires the assistance of a consultant to develop a program wherein the District can strategically balance its capital improvement plan with alternative funding sources.

On January 23, 2024, the District advertised a Request for Statements of Qualifications (SOQ) in compliance with the Utah State Code for Alternative Funding Sources. The RSOQ asks interested consultants to address the following focus areas:

- Program management
- Information gathering
- Identify funding options
- Prepare and track applications

The Request for SOQs closed on February 7, 2024. Three consultants responded to the SOQ. The selection committee met on February 11, 2024. The committee opted to interview two of the consultants, at which point one of the two withdrew their SOQ. The committee thus selected AE2S as the preferred consultant.

Once approved, the selected consultant will be available to prepare a capital program construction and funding guidance document and standard operating procedure. The District will also seek to prepare an application to the state for the 2024 FEMA BRIC grant cycle for the LCWTP rebuild project. Tasks will be approved individually, with any individual tasks exceeding \$50,000 brought to the board for approval. It is expected the consultant may exceed \$50,000 in any given year, and certainly over the five-year contract.

Committee Activity: The Engineering Committee discussed this item on February 14, 2024.

Recommendation: The Engineering Committee forwards a positive recommendation to award a professional services agreement to AE2S to provide alternative funding strategy services through June 30, 2029.

Attachment:

- Professional Services Agreement for Alternative Funding Sources

PROFESSIONAL SERVICES AGREEMENT ALTERNATIVE FUNDING SOURCES

Last updated: February 14, 2024

This Professional Services Agreement (Agreement) is made and entered into this ___ day of _____, 2024, by and between the Metropolitan Water District of Salt Lake & Sandy (District) and Advanced Engineering and Environmental Services, LLC, a North Dakota Limited Liability Company (Consultant).

PURPOSES

The expertise of Consultant is required by the District in order to support District staff. Consultant was selected through a competitive Statement of Qualifications process in accordance with Utah Code § 63G-6a-1501, et. seq. and District procurement regulations. The Consultant and its principals and employees are qualified by experience and training to provide, and the Consultant has indicated an interest and a willingness to perform, these services for the District. The parties desire to have in place an agreement which describes the terms and conditions under which Consultant will perform the described work.

TERMS

In consideration of the mutual benefits described in this Agreement, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Consultant will perform on-call development of alternative funding strategies and grant writing services to support the District. Services may include the development and implementation of funding source documents such as guidelines and standard operating procedures, program management; information gathering; identifying funding sources including availability, eligibility requirements, timelines and deadlines, and reporting requirements; preparation and tracking of funding source applications; and other related activities.
2. SERVICES OF CONSULTANT. Consultant shall provide services to District as an independent contractor in accordance with the applicable professional standards of care, and in a reasonably timely, efficient, and professional manner, consistent with this Agreement.
3. RESPONSIBLE STAFF MEMBERS. Responsible principals or staff members of Consultant, and any sub-consultants identified by name in each Task, shall be committed to the Task. Upon submitting a request for payment for services, Consultant shall provide verification of the names of staff members, their respective rates, and the number of hours worked by each staff member. Responsible principals or staff members, or sub-consultants, who retire, quit, or die shall be replaced by individuals who are equally qualified, each of whom shall be subject to District's approval under this Agreement. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement.
4. TASK ORDERS. District may, at its sole discretion, from time to time during the term of this Agreement issue written Task Orders for services of Consultant. Verbal statements

describing work shall not be binding. If Consultant accepts the Task Order it will be signed by Consultant and returned to District. Consultant shall receive payment based on the hourly rates and expenses as described in Exhibit A or as otherwise expressly stated in the Task Order. If the Consultant has any question or concern regarding the Task, the expected completion date, the expenditure limit, etc. the question or concern shall be addressed on a timely basis with District. Ordinarily, significant clarification should be in writing. No work on Task Orders by Consultant shall commence unless and until a Task Order is provided by District to Consultant and returned to District signed by Consultant.

During the term of this Agreement Consultant may submit for the District's review any suggested changes to Exhibit A, including, but not limited to, changes in the personnel, rates, and expenses. Absent unusual circumstances, changes in rates or expenses will not be considered by the District unless submitted at least 90 days prior to the beginning of a new District fiscal year. The District's fiscal year is from July 1 through June 30. No changes shall be effective unless approved by the District in writing. Absent express written approval by the District, changes shall be effective only as to Tasks or service calls requested or issued after the date the changes are accepted in writing by the District. If the parties cannot reach agreement on proposed changes this Agreement may be terminated by either party. Except as described in Section 10 below, such termination shall not affect the rights and obligations of the parties under accepted, but incomplete task orders.

5. SCHEDULE OF PAYMENTS. Consultant shall submit reasonably detailed invoices each month for any work performed. Invoices shall refer to District's project name and number. District shall remit payment to Consultant within thirty (30) days of receipt of each request for payment that is presented in the proper form.

6. PERIOD OF SERVICE. This Agreement shall be effective upon signing and shall terminate on June 30, 2029.

7. DISTRICT'S RESPONSIBILITIES. District shall provide Consultant with such information as is available to the District and as may be reasonably requested by the Consultant related to the work and Consultant shall, to the extent reasonable under the circumstances, be entitled to use and rely upon all such information in performing its services. District will examine all documents submitted by Consultant to District and, if requested by Consultant, District will render decisions relative thereto in a timely manner in order to avoid unreasonable delay in the progress of Consultant's services. District shall provide Consultant access to District facilities and premises, and act reasonably to provide necessary access to private property, as may be reasonably requested by Consultant.

8. SECURITY AND OWNERSHIP OF INFORMATION. District facilities are critical public infrastructure. Certain information that District must provide to Consultant for Consultant to perform its work is very security sensitive. The Consultant will strictly comply with District written security protocols provided by the District to Consultant as these written security protocols may be changed from time to time. Such protocols may include, but are not limited to, restrictions of numbers of copies to be kept in any form by Consultant, the form of the information storage, the security precautions to be followed, restrictions as to who may have access to information, the confidentiality agreement to be signed by individuals before they may be given

access, the methods and means by which copies of information will be destroyed upon completion or termination, the methods and means by which destruction will be verified to District, the steps that will be taken by Consultant in the event of any breach or suspected breach of security or security protocols. District security protocols and any changes which are provided to Consultant will be immediately complied with by Consultant. If Consultant has concerns or questions regarding such protocols or changes to protocols such concerns will be brought to District's attention immediately.

Each document and each item of information prepared in the performance of this Agreement, whether in hard copy or electronic form, is the property of District, including, but not limited to, tracings, drawings, estimates, field notes, investigations, design analyses, studies, computer programs, or other data. Consultant shall sign and affix its professional seal(s) to all final plans, technical specifications, and consulting data prepared in the performance of this Agreement.

9. COMPLETENESS AND ACCURACY. Consultant shall be solely responsible for the completeness and accuracy of all of its final work product, including, but not limited to, plans, supporting data and technical specifications prepared pursuant to this Agreement. Consultant shall be responsible to District for any error or omission by any of its employees, subcontractors or suppliers. Consultant shall correct all errors or omissions at its own expense. This provision is not intended to prevent Consultant from seeking reimbursement or indemnity from any employee, subcontractor or supplier. Any additional cost or damages incurred by District as a result of such errors or omissions shall be the responsibility of Consultant.

10. RIGHT OF TERMINATION. District reserves the right, at its discretion, to terminate this Agreement, or to abandon any portion of Project issued hereunder at any time. In the event District terminates this Agreement or abandons any portion of Project hereunder, District shall notify Consultant in writing. Immediately upon receipt of such notice, Consultant shall discontinue services as directed by District and deliver to District all drawings, technical specifications, hard copy and electronically stored information, computer programs and data, estimates, and any other documents or items of information, in whatever form or media, developed or gathered by Consultant in the performance of this Agreement, whether entirely or partially completed, together with all materials supplied by District. Consultant shall document its services through the termination date, and submit such documentation to District for its evaluation. Consultant shall receive compensation for services performed up through the date of termination or abandonment.

11. INDEMNIFICATION AND INSURANCE. In no event will any fault of Consultant or Consultant's employees or contractors be reapportioned to District, its officers, Trustees or employees. Consultant will indemnify and hold District and its officers, Trustees and employees harmless from any such reapportionment of fault.

To the extent that the District is not otherwise indemnified by a policy of insurance, Consultant will indemnify the District from any claim of third parties to the extent caused by Consultant's breach of this Agreement or by the negligence or other fault of Consultant, or that of any of Consultant's employees or subcontractors. Any invalidity of any portion of this indemnification duty will not defeat any remaining portion of this described indemnification duty.

This indemnity shall be interpreted to provide the District and its Trustees and employees with indemnity to the greatest extent allowed by law.

Consultant, at its own cost and expense, shall secure and maintain policies of insurance in accordance with Exhibit B.

12. INSPECTION OF CONSULTANT'S RECORDS. Consultant shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all costs incurred by Consultant and billed to District. Consultant shall maintain records necessary to confirm compliance with District security protocols. Such records shall be available to District during Consultant's normal business hours for a period of one year following the date of final payment under this Agreement.

13. WAIVER OF CLAIMS. Prior to acceptance of final payment, Consultant shall submit in writing to District any known claim that Consultant or any of Consultant's employees, sub-consultants or subcontractors may have against District or any of its employees. The acceptance of final payment by Consultant will constitute a waiver of any such claim other than those claims previously made in writing and submitted to District. Consultant shall hold District harmless from any claims, including costs and attorneys' fees, by any of Consultant's employees, sub-consultants or subcontractors which are not made in writing prior to acceptance of final payment. The tendering of final payment by District will not constitute a waiver of any claim District might have against Consultant, whether known or unknown at the time such payment is made.

14. SUCCESSORS AND ASSIGNS. The services to be provided by Consultant under this Agreement shall not be subcontracted or assigned without the prior written consent of District. This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

15. NOTICES AND APPROPRIATE LINES OF COMMUNICATION. Except to the extent necessary to respond to emergencies, communications regarding material matters relating to this Agreement shall be deemed given when mailed or delivered to:

If to District To:

Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093

If to Consultant To:

Advanced Engineering and Environmental Services, LLC
Attn: Marie Owens, P.E., Program Manager
3400 North Ashton Blvd, Suite 105
Lehi, Utah 84043

Each party may change the designation of the addressee or the address for that party to receive notice by sending written notice of the change.

16. GOVERNING LAW AND JURISDICTION. This Agreement shall be enforced and governed under the laws of the State of Utah, and jurisdiction for any action based on this Agreement, whether brought by District or Consultant, shall be with the District Court of Salt Lake County, State of Utah.

17. SPECIAL PROVISIONS. Consultant shall comply with all applicable federal, state and local laws and ordinances, and shall not discriminate against any person on the basis of race, color or national origin in the performance of this Agreement. Any terms which District, as a governmental entity is mandated by applicable statute or regulation to include in this Agreement, including any terms which are mandated by applicable provisions of the Utah Procurement Code, shall be considered a part of this Agreement.

18. PARTIAL INVALIDITY. If any portion of this Agreement is determined to be invalid, the remaining portions of this Agreement shall remain valid and enforceable.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the parties and cannot be altered except through a written instrument signed by the parties.

20. NO THIRD PARTY BENEFITS INTENDED. This Agreement is not intended to create rights in any person or entity who is not a party to this Agreement.

21. REPRESENTATION OF AUTHORITY. Those persons signing as representatives of the parties warrant and represent they have been duly authorized to sign on behalf of the party they represent.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the ___ day of _____, 2024.

DISTRICT:
Metropolitan Water District of Salt Lake & Sandy

By: _____
Annalee Munsey, General Manager

CONSULTANT:
Advanced Engineering and Environmental Services, LLC

By: _____
Sam Fankhauser, P.E., Operations Manager

Exhibit A
Schedule of Fees and Expenses

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC
2024 HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates*

Administrative 1	\$67.00
Administrative 2	\$82.00
Administrative 3	\$99.00
Communications Specialist 1	\$109.00
Communications Specialist 2	\$127.00
Communications Specialist 3	\$146.00
Communications Specialist 4	\$176.00
Communications Specialist 5	\$194.00
Construction Services 1	\$130.00
Construction Services 2	\$159.00
Construction Services 3	\$176.00
Construction Services 4	\$195.00
Construction Services 5	\$216.00
Engineering Assistant 1	\$88.00
Engineering Assistant 2	\$103.00
Engineering Assistant 3	\$130.00
Engineer 1	\$140.00
Engineer 2	\$168.00
Engineer 3	\$197.00
Engineer 4	\$228.00
Engineer 5	\$244.00
Engineering Technician 1	\$87.00
Engineering Technician 2	\$109.00
Engineering Technician 3	\$131.00
Engineering Technician 4	\$146.00
Engineering Technician 5	\$167.00
Financial Analyst 1	\$116.00
Financial Analyst 2	\$132.00
Financial Analyst 3	\$159.00
Financial Analyst 4	\$173.00
Financial Analyst 5	\$193.00
GIS Specialist 1	\$109.00
GIS Specialist 2	\$132.00
GIS Specialist 3	\$156.00
GIS Specialist 4	\$174.00
GIS Specialist 5	\$194.00
I&C Assistant 1	\$104.00
I&C Assistant 2	\$129.00
I&C 1	\$154.00
I&C 2	\$182.00
I&C 3	\$205.00
I&C 4	\$218.00
I&C 5	\$228.00

IT 1	\$135.00
IT 2	\$182.00
IT 3	\$223.00
Land Surveyor Assistant	\$99.00
Land Surveyor 1	\$119.00
Land Surveyor 2	\$144.00
Land Surveyor 3	\$163.00
Land Surveyor 4	\$179.00
Land Surveyor 5	\$197.00
Operations Specialist 1	\$104.00
Operations Specialist 2	\$130.00
Operations Specialist 3	\$161.00
Operations Specialist 4	\$184.00
Operations Specialist 5	\$206.00
Project Coordinator 1	\$120.00
Project Coordinator 2	\$135.00
Project Coordinator 3	\$150.00
Project Coordinator 4	\$166.00
Project Coordinator 5	\$187.00
Project Manager 1	\$213.00
Project Manager 2	\$233.00
Project Manager 3	\$249.00
Project Manager 4	\$264.00
Project Manager 5	\$282.00
Project Manager 6	\$295.00
Sr. Designer 1	\$185.00
Sr. Designer 2	\$205.00
Sr. Designer 3	\$220.00
Sr. Financial Analyst 1	\$218.00
Sr. Financial Analyst 2	\$239.00
Sr. Financial Analyst 3	\$259.00
Technical Expert 1	\$335.00
Technical Expert 2	Negotiable

Reimbursable Expense Rates

Transportation	\$0.75/mile
Survey Vehicle	\$0.95/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/day
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$280.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.

**INSURANCE AND BOND REQUIREMENTS FOR
PARTIES ENTERING INTO AGREEMENTS WITH METROPOLITAN WATER
DISTRICT OF SALT LAKE & SANDY**

Last Update: August 8, 2023

Consultant shall maintain, at no cost to the District, the following insurance, and provide evidence of compliance satisfactory to District.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by District in advance Consultant and all of Consultant's subcontractors shall maintain limits no less than:

1. **GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):**
 - i. Combined Single Limit (Bodily Injury and Property Damage):
 1. \$2,000,000 Per Occurrence
 - ii. Personal Injury (including completed operations and products liability):
 1. \$2,000,000 Each Occurrence
 - iii. General Aggregate:
 1. \$3,000,000
 - iv. Products - Comp/OP Aggregate:
 1. \$3,000,000
 - v. Limits to apply to this project individually.
2. **AUTOMOBILE LIABILITY:**
 - i. \$2,000,000 Per Occurrence
 - ii. "Any Auto" coverage required.
3. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:**
 - i. Workers' compensation statutory limits.
 - ii. Employers Liability statutory limits.
4. **PROFESSIONAL LIABILITY:**
 - i. \$2,000,000 Per Claim
 - ii. \$3,000,000 Aggregate

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the District, its trustees, officers, and employees as additional insureds; or the Consultant may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. The District does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Contractor shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed.

C. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved in writing by the District.

D. VERIFICATION OF COVERAGE

Consultant and all of Consultant's contractors and all subcontractors of Consultant's contractors shall furnish District with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to the District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Consultant shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time District may increase the requirement for a liability limit by providing reasonable written notice to Consultant of such a change.

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: February 20, 2024

Agenda Item: Consider approval of consultant agreement for community relations and public participation services

Objective: Award of a 5-year contract for public engagement.

Background: Recent and upcoming District efforts have highlighted a need for the District to improve its public presence. This was most recently felt during the October 2023 Multi-hazard Mitigation Plan process, and is anticipated to continue throughout the Cottonwoods Connection project.

On January 23, 2024, the District advertised a request for Statements of Qualifications (SOQ) in compliance with Utah State Code for Community Relations and Public Participation Services. The SOQ asks interested consultants to address the following focus areas:

- Public engagement
- Online presence
- Media relations
- State and municipal engagement
- Master planning
- Construction projects

The request for SOQs closed on February 7, 2024. SOQs were received from six consultants. The selection committee met on February 12, 2024 and interviews were held on February 14, 2024. The resulting score ranked Kimley-Horn and Associates, Inc. as the preferred consultant.

Once approved, the selected consultant will be available for a variety of services at the District, beginning with public and municipal engagement related to the Cottonwoods Connection Project. Tasks will be approved on an individual basis, with any individual tasks exceeding \$50,000 brought to the board for approval. It is expected the consultant may exceed \$50,000 in any given year, and certainly over the course of the five-year contract.

Committee Activity: The Engineering Committee discussed this item on February 14, 2024, however interviews were held later that day and no recommendation was available at that time.

Recommendation: Staff recommends award of a professional services agreement to Kimley-Horn and Associates, Inc. to provide public engagement services through June 30, 2029.

Attachment:

- Professional Services Agreement for Community Relations and Public Participation Services

PROFESSIONAL SERVICES AGREEMENT COMMUNITY RELATIONS AND PUBLIC PARTICIPATION SERVICES

Last updated: January 5, 2024

This Professional Services Agreement (Agreement) is made and entered into this day of _____, 2024, by and between the Metropolitan Water District of Salt Lake & Sandy (District) and Kimley-Horn and Associates, Inc, a *North Carolina* corporation (Consultant).

PURPOSES

The expertise of Consultant is required by the District in order to support District staff. Consultant was selected through a competitive Statement of Qualifications process in accordance with Utah Code § 63G-6a-1501, et. seq. and District procurement regulations. The Consultant and its principals and employees are qualified by experience and training to provide, and the Consultant has indicated an interest and a willingness to perform, these services for the District. The parties desire to have in place an agreement which describes the terms and conditions under which Consultant will perform the described work.

TERMS

In consideration of the mutual benefits described in this Agreement, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Consultant will perform on-call community relations and public participation services to support the District. Services may include the development and implementation of public outreach and engagement services and creation of associated media materials; the development and implementation of an online presence, including social media and web-based platforms; media relations; coordination with other local, city, county, and state organizations; supporting master planning efforts that require public outreach activities; and construction coordination, including partnering, permitting, and property acquisition that require public outreach activities.

2. SERVICES OF CONSULTANT. Consultant shall provide services to District as an independent contractor in accordance with the applicable professional standards of care, and in a reasonably timely, efficient, and professional manner, consistent with this Agreement.

3. RESPONSIBLE STAFF MEMBERS. Responsible principals or staff members of Consultant, and any sub-consultants identified by name in each Task, shall be committed to the Task. Upon submitting a request for payment for services, Consultant shall provide verification of the names of staff members, their respective rates, and the number of hours worked by each staff member. Responsible principals or staff members, or sub-consultants, who retire, quit, or die shall be replaced by individuals who are equally qualified, each of whom shall be subject to District's approval under this Agreement. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement.

4. TASK ORDERS. District may, at its sole discretion, from time to time during the

term of this Agreement issue written Task Orders for services of Consultant. Verbal statements describing work shall not be binding. If Consultant accepts the Task Order it will be signed by Consultant and returned to District. Consultant shall receive payment based on the hourly rates and expenses as described in Exhibit A or as otherwise expressly stated in the Task Order. If the Consultant has any question or concern regarding the Task, the expected completion date, the expenditure limit, etc. the question or concern shall be addressed on a timely basis with District. Ordinarily, significant clarification should be in writing. No work on Task Orders by Consultant shall commence unless and until a Task Order is provided by District to Consultant and returned to District signed by Consultant.

During the term of this Agreement Consultant may submit for the District's review any suggested changes to Exhibit A, including, but not limited to, changes in the personnel, rates, and expenses. Absent unusual circumstances, changes in rates or expenses will not be considered by the District unless submitted at least 90 days prior to the beginning of a new District fiscal year. The District's fiscal year is from July 1 through June 30. No changes shall be effective unless approved by the District in writing. Absent express written approval by the District, changes shall be effective only as to Tasks or service calls requested or issued after the date the changes are accepted in writing by the District. If the parties cannot reach agreement on proposed changes this Agreement may be terminated by either party. Except as described in Section 10 below, such termination shall not affect the rights and obligations of the parties under accepted, but incomplete task orders.

5. SCHEDULE OF PAYMENTS. Consultant shall submit reasonably detailed invoices each month for any work performed. Invoices shall refer to District's project name and number. District shall remit payment to Consultant within thirty (30) days of receipt of each request for payment that is presented in the proper form.

6. PERIOD OF SERVICE. This Agreement shall be effective upon signing and shall terminate on June 30, 2029.

7. DISTRICT'S RESPONSIBILITIES. District shall provide Consultant with such information as is available to the District and as may be reasonably requested by the Consultant related to the work and Consultant shall, to the extent reasonable under the circumstances, be entitled to use and rely upon all such information in performing its services. District will examine all documents submitted by Consultant to District and, if requested by Consultant, District will render decisions relative thereto in a timely manner in order to avoid unreasonable delay in the progress of Consultant's services. District shall provide Consultant access to District facilities and premises, and act reasonably to provide necessary access to private property, as may be reasonably requested by Consultant.

8. SECURITY AND OWNERSHIP OF INFORMATION. District facilities are critical public infrastructure. Certain information that District must provide to Consultant for Consultant to perform its work is very security sensitive. The Consultant will strictly comply with District written security protocols provided by the District to Consultant as these written security protocols may be changed from time to time. Such protocols may include, but are not limited to, restrictions of numbers of copies to be kept in any form by Consultant, the form of the information storage, the security precautions to be followed, restrictions as to who may have access to information, the confidentiality agreement to be signed by individuals before they may be given

access, the methods and means by which copies of information will be destroyed upon completion or termination, the methods and means by which destruction will be verified to District, the steps that will be taken by Consultant in the event of any breach or suspected breach of security or security protocols. District security protocols and any changes which are provided to Consultant will be immediately complied with by Consultant. If Consultant has concerns or questions regarding such protocols or changes to protocols such concerns will be brought to District's attention immediately.

Each document and each item of information prepared in the performance of this Agreement, whether in hard copy or electronic form, is the property of District, including, but not limited to, tracings, drawings, estimates, field notes, investigations, design analyses, studies, computer programs, or other data. Consultant shall sign and affix its professional seal(s) to all final plans, technical specifications, and consulting data prepared in the performance of this Agreement.

9. COMPLETENESS AND ACCURACY. Consultant shall be solely responsible for the completeness and accuracy of all of its final work product, including, but not limited to, plans, supporting data and technical specifications prepared pursuant to this Agreement. Consultant shall be responsible to District for any error or omission by any of its employees, subcontractors or suppliers. Consultant shall correct all errors or omissions at its own expense. This provision is not intended to prevent Consultant from seeking reimbursement or indemnity from any employee, subcontractor or supplier. Any additional cost or damages incurred by District as a result of such errors or omissions shall be the responsibility of Consultant.

10. RIGHT OF TERMINATION. District reserves the right, at its discretion, to terminate this Agreement, or to abandon any portion of Project issued hereunder at any time. In the event District terminates this Agreement or abandons any portion of Project hereunder, District shall notify Consultant in writing. Immediately upon receipt of such notice, Consultant shall discontinue services as directed by District and deliver to District all drawings, technical specifications, hard copy and electronically stored information, computer programs and data, estimates, and any other documents or items of information, in whatever form or media, developed or gathered by Consultant in the performance of this Agreement, whether entirely or partially completed, together with all materials supplied by District. Consultant shall document its services through the termination date, and submit such documentation to District for its evaluation. Consultant shall receive compensation for services performed up through the date of termination or abandonment.

11. INDEMNIFICATION AND INSURANCE. In no event will any negligence or fault of Consultant or Consultant's employees or contractors be reapportioned to District, its officers, Trustees or employees. Consultant will indemnify and hold District and its officers, Trustees and employees harmless from any such reapportionment of fault.

To the extent that the District is not otherwise indemnified by a policy of insurance, Consultant will indemnify the District from any claim of third parties to the extent caused by Consultant's breach of this Agreement or by the negligence or other fault of Consultant, or that of any of Consultant's employees or subcontractors. Any invalidity of any portion of this indemnification duty will not defeat any remaining portion of this described indemnification duty.

This indemnity shall be interpreted to provide the District and its Trustees and employees with indemnity to the greatest extent allowed by law.

Consultant, at its own cost and expense, shall secure and maintain policies of insurance in accordance with Exhibit B.

12. INSPECTION OF CONSULTANT'S RECORDS. Consultant shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all costs incurred by Consultant and billed to District. Consultant shall maintain records necessary to confirm compliance with District security protocols. Such records shall be available to District during Consultant's normal business hours for a period of one year following the date of final payment under this Agreement.

13. WAIVER OF CLAIMS. Prior to acceptance of final payment, Consultant shall submit in writing to District any known claim that Consultant or any of Consultant's employees, sub-consultants or subcontractors may have against District or any of its employees. The acceptance of final payment by Consultant will constitute a waiver of any such claim other than those claims previously made in writing and submitted to District. Consultant shall hold District harmless from any claims, including costs and attorneys' fees, by any of Consultant's employees, sub-consultants or subcontractors which are not made in writing prior to acceptance of final payment. The tendering of final payment by District will not constitute a waiver of any claim District might have against Consultant, whether known or unknown at the time such payment is made.

14. SUCCESSORS AND ASSIGNS. The services to be provided by Consultant under this Agreement shall not be subcontracted or assigned without the prior written consent of District. This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

15. NOTICES AND APPROPRIATE LINES OF COMMUNICATION. Except to the extent necessary to respond to emergencies, communications regarding material matters relating to this Agreement shall be deemed given when mailed or delivered to:

If to District To:

Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093

If to Consultant To:

Kimley-Horn and Associates, Inc.
Attn: Jordan King
111 Broadway, Ste. 600
Salt Lake City, UT 84111

Each party may change the designation of the addressee or the address for that party to receive notice by sending written notice of the change.

16. GOVERNING LAW AND JURISDICTION. This Agreement shall be enforced and governed under the laws of the State of Utah, and jurisdiction for any action based on this Agreement, whether brought by District or Consultant, shall be with the District Court of Salt Lake County, State of Utah.

17. SPECIAL PROVISIONS. Consultant shall comply with all applicable federal, state and local laws and ordinances, and shall not discriminate against any person on the basis of race, color or national origin in the performance of this Agreement. Any terms which District, as a governmental entity is mandated by applicable statute or regulation to include in this Agreement, including any terms which are mandated by applicable provisions of the Utah Procurement Code, shall be considered a part of this Agreement.

18. PARTIAL INVALIDITY. If any portion of this Agreement is determined to be invalid, the remaining portions of this Agreement shall remain valid and enforceable.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the parties and cannot be altered except through a written instrument signed by the parties.

20. NO THIRD PARTY BENEFITS INTENDED. This Agreement is not intended to create rights in any person or entity who is not a party to this Agreement.

21. REPRESENTATION OF AUTHORITY. Those persons signing as representatives of the parties warrant and represent they have been duly authorized to sign on behalf of the party they represent.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day of _____, 2024.

DISTRICT:

Metropolitan Water District of Salt Lake & Sandy

By: _____
Annalee Munsey, General Manager

CONSULTANT:

Kimley-Horn and Associates, Inc,

By: _____
Brent Crowther, Vice President

Exhibit A
Schedule of Fees and Expenses

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst I	\$135 - \$175
Analyst II	\$180 - \$225
Professional	\$220 - \$255
Senior Professional I	\$265 - \$325
Senior Professional II	\$350 - \$415
Senior Technical Support	\$120 - \$300
Technical Support	\$110 - \$175
Support Staff	\$90 - \$150

Effective through June 30, 2024

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

**INSURANCE AND BOND REQUIREMENTS FOR
PARTIES ENTERING INTO AGREEMENTS WITH METROPOLITAN WATER
DISTRICT OF SALT LAKE & SANDY**

Last Update: August 8, 2023

Consultant shall maintain, at no cost to the District, the following insurance, and provide evidence of compliance satisfactory to District.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by District in advance Consultant and all of Consultant’s subcontractors shall maintain limits no less than:

1. **GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):**
 - i. Combined Single Limit (Bodily Injury and Property Damage):
 1. \$2,000,000 Per Occurrence
 - ii. Personal Injury (including completed operations and products liability):
 1. \$2,000,000 Each Occurrence
 - iii. General Aggregate:
 1. \$3,000,000
 - iv. Products - Comp/OP Aggregate:
 1. \$3,000,000
 - v. Limits to apply to this project individually.

2. **AUTOMOBILE LIABILITY:**
 - i. \$2,000,000 Per Occurrence
 - ii. “Any Auto” coverage required.

3. **WORKERS’ COMPENSATION and EMPLOYERS LIABILITY:**
 - i. Workers’ compensation statutory limits.
 - ii. Employers Liability statutory limits.

4. **PROFESSIONAL LIABILITY:**
 - i. \$2,000,000 Per Claim
 - ii. \$3,000,000 Aggregate

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the District, its trustees, officers, and employees as additional insureds; or the Consultant may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. The District does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Contractor shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed.

C. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved in writing by the District.

D. VERIFICATION OF COVERAGE

Consultant and all of Consultant's contractors and all subcontractors of Consultant's contractors shall furnish District with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to the District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Consultant shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time District may increase the requirement for a liability limit by providing reasonable written notice to Consultant of such a change.

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: February 14, 2024

Agenda Item: Consider approval of cooperation agreement with City of Cottonwood Heights

Objective: Seek approval for the Cooperation Agreement between the District and Cottonwood Heights City for construction of the SLAR-CC.

Background: The Salt Lake Aqueduct Replacement – Cottonwoods Conduits (SLAR-CC) project will be constructed entirely within Cottonwood Heights City. Utah Code Section 17B-1-103(2) authorizes the District to “construct and maintain works and establish and maintain facilities, including works or facilities... across or along any public street or highway” provided the District restores the street or highway. The District is obligated to comply with reasonable rules and regulations of the impacted governmental entity and must pay reasonable inspection fee. The impacted entity may not require the District to pay a license or permit fee or file a bond.

The District and Cottonwood Heights desire an agreement to describe, among other things,

- Construction standards,
- District road work and restoration requirements, and
- Insurance requirements.

Comments on the draft agreement were received from the city on January 31, 2024, and the agreement appears to be very close to final. Timing of the agreement is important for construction of the SLAR-CC project, and also requires approval by Cottonwood Heights City.

Committee Activity: The Engineering Committee discussed this item on February 14, 2024.

Recommendation: The Engineering Committee forwards a positive recommendation to the board to enter into the attached Cooperation Agreement with Cottonwood Heights City for construction of the SLAR-CC in city streets, with minor modifications as needed and approved by the General Manager and District legal counsel.

Attachment:

- Draft Cooperation Agreement regarding the Cottonwoods Connection Project

**COOPERATION AGREEMENT
METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY
AND
COTTONWOOD HEIGHTS CITY
REGARDING THE
COTTONWOODS CONNECTION PROJECT**

This Cooperation Agreement (Agreement) is effective upon the execution by both parties and is entered into by and among Metropolitan Water District of Salt Lake & Sandy (District) and the city of Cottonwood Heights (City).

PURPOSES

The District is a Metropolitan Water District, a form of special district, governed by Title 17B, Chapter 1 and Chapter 2a, Part 6 of the Utah Code. The District provides an on-demand, supplemental, wholesale, treated water supply to its member cities, Salt Lake and Sandy City.

The District is underway on the Cottonwoods Connection Project (the District Project), which includes construction of large water pipelines and associated improvements that will reach from a point near Salt Lake City's Big Cottonwood Water Treatment Plant (BCWTP), located near the mouth of Big Cottonwood Canyon, to the District's Little Cottonwood Water Treatment Plant (LCWTP), located near Little Cottonwood Creek. The District Project includes the following three basic components: Cottonwoods Conduit Reach 1 (CC-1), Salt Lake Aqueduct Replacement (SLAR), and Cottonwoods Conduit Reach 2 (CC-2).

CC-1 begins at a pump station that will be located near BCWTP and extends westerly to the intersection of Fort Union Boulevard (approximately 7150 South) and Nutree Drive (approximately 3300 East). CC-1 consists of two components, CC-1 East and CC-1 West. CC-1 East extends westerly from BCWTP to a location near the west side of Wasatch Boulevard in Fort Union Boulevard. CC-1 East will be located entirely or nearly entirely in state highways. CC-1 West extends westerly from CC-1 East along Fort Union Boulevard to the north side of the intersection of Fort Union Boulevard and Nutree Drive (approximately 3300 East). All or nearly all of CC-1 West will be located in Fort Union Boulevard, a City street.

SLAR will reach between the terminus of CC-1 and the beginning of CC-2 near the north end of the LCWTP site. Through its course, portions of SLAR will be located within City streets as shown in Exhibit A. CC-2 will be all located on the LCWTP site and has no impact on the City.

Utah Code Section 17B-1-103(2)(p) authorizes the District to "construct and maintain works and establish and maintain facilities, including works or facilities . . . across or along any public street or highway, subject to Subsection (3) and if the district: (A) promptly restores the street or highway, as much as practicable, to its former state of usefulness; and (B) does not use

the street or highway in a manner that completely or unnecessarily impairs the usefulness of it.” Subsection (3) provides, “(a) the district will comply with the reasonable rules and regulations of the governmental entity, whether state, county, or municipal, with jurisdiction over the street or highway, concerning: (i) an excavation and the refilling of an excavation; (ii) the relaying of pavement; and (iii) the protection of the public during a construction period; and (b) the governmental entity, whether state, county, or municipal, with jurisdiction over the street or highway: (i) may not require the district to pay a license or permit fee or file a bond; and (ii) may require the district to pay a reasonable inspection fee.”

Utah law recognizes that governmental entities “hold[] all forms of property and assets in trust for the benefit of” the public they serve, such that absent specific statutory authority they “can expend them only in exchange for fair value.” *Salt Lake Cnty. Com’n v. Salt Lake Cnty. Atty.*, 1999 UT 73, ¶ 31, 985 P.2d 899.

The District Project is anticipated to go to bid in January 2024, with an award to the Contractor in late February 2024, and a Notice to Proceed in March 2024. Construction is anticipated to begin in May 2024 beginning with CC-1 East. CC-1 East must be completed before July 2024 to meet the timing requirements imposed by the Utah Department of Transportation. The entire District Project is anticipated to be substantially complete by June 30, 2026.

The parties have agreed to cooperate regarding the construction of the District Project as stated in this Agreement:

TERMS

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Construction. The District warrants that the Contractor for the District Project will meet the following requirements.

A. Standards. The work performed in any City street will conform to the requirements of the following then-current standards that are generally applicable to work in City streets:

1. OSHA standards;
2. Salt Lake County “Standard Plans for Public Works Construction,” and the “City of Cottonwood Heights Street Cut Standards” (except to the

extent these may be inconsistent with this Agreement) made available to District; and

3. The Manual on Uniform Traffic Control Devices (MUTCD) (except to the extent it may be inconsistent with this Agreement) made available to the District.

B. Unattended Job Site. Where a job site is left unattended before completion of the work, signage with minimum two-inch-high letters will be attached to a barricade or otherwise posted at the site, indicating the contractor's name, local telephone number of a responsible party, and after-hours local telephone number of a responsible party.

C. Excavations. All excavations will be conducted in a manner that will to the greatest extent practicable minimize interference with or interruption of vehicle and pedestrian travel. All reasonable steps will be taken to minimize inconvenience to residents and businesses fronting on the public way.

D. Barricades. Suitable, adequate, and sufficient barricades and/or other structures will be available and used where necessary to reasonably minimize the risk of accidents involving property or persons. Barricades must be in place until all equipment is removed from the site and the excavation has been backfilled and a proper temporary gravel surface is in place. From sunset to sunrise, all barricades and excavations must be clearly outlined by reasonably adequate signal lights, flares, reflective markers, etc.

E. Notice of street closures, detours. The following will be notified at least 5 business days in advance of any planned excavation in a City street requiring street closure or traffic detour, except in the event of an emergency or reasonably unforeseeable circumstances:

1. Cottonwood Heights Police Department;
2. Utah Transit Authority;
3. Canyons School District;
4. United States Postal Service;
5. Cottonwood Heights Public Works Department; and
6. Unified Fire Authority.

In the event emergency or reasonably unforeseen work is commenced with a City street during regular business hours, the Cottonwood Heights Public Works Department will be notified within one-half-hour from the time the work is commenced. Otherwise, notice of emergency or unforeseen work shall be provided as reasonable under the circumstances. The person

commencing and conducting emergency or reasonably unforeseen work shall be responsible for taking safety precautions for the protection of the public and the direction and control of traffic, and shall perform the work according to MUTCD and other applicable laws, regulations, or generally recognized practices in the industry.

The District will reasonably coordinate street closures and traffic detours with the City.

2. Restoration of Street Surfaces. Except as otherwise described below, to the greatest extent practicable the surface of any City street disturbed by the District Project will be restored to its original condition and any removed or damaged pavement will be replaced with the same type and depth of pavement as that which is adjoining, including the gravel base material. Refills will be properly compacted. All restoration will conform to the applicable then-current City standards that are generally applicable to work in City streets.

A. Danish Road. Because the repaving of Danish Road was substantially completed during summer 2023, the District’s Contractor will replace four inches of asphalt the entire width of the excavated pavement from street edge to street edge and to a distance of five feet from each side of the excavation north and south.

3. Insurance.

A. Minimum limits of insurance. The District agrees that its Contractor, and any subcontractors will be required to provide at least the following insurance during the course of the construction:

1. General Liability (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract):
 - i. Combined Single Limit (Bodily Injury and Property Damage):

\$2,000,000	Per Occurrence
-------------	----------------
 - ii. Personal Injury (including completed operations and products liability):

\$2,000,000	Each Occurrence
-------------	-----------------
 - iii. General Aggregate:

\$3,000,000

 - iv. Products - Comp/OP Aggregate:

\$3,000,000

- v. Limits to apply to this project individually.
- 2. Automobile Liability.
 - i. \$2,000,000 Per Occurrence
 - ii. "Any Auto" coverage required.
- 3. Workers' Compensation and Employers' Liability:
 - i. Workers' compensation statutory limits.
 - ii. Employers' Liability statutory limits.
- 4. Contractor's Pollution Liability:
 - i. \$1,000,000 Per Claim
 - ii. \$1,000,000 Aggregate
 - iii. Coverage applies to this project individually.

B. Other insurance provisions. The General Liability, Automobile Liability, and Pollution Liability Coverages are to contain, or be endorsed to contain, the following provisions:

- 1. The District and the City and their respective trustees, elected or appointed officials, officers, and employees are to be covered as additional insureds.
- 2. Additional insured coverage shall be on a primary basis for ongoing and completed work.

A waiver of Worker's Compensation subrogation shall be provided as to the District, the City, and their respective trustees, elected or appointed officials, officers, and employees.

C. Acceptability of Insurers. Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, VII, and in the limits as listed in this document, unless approved in writing by the District.

D. Verification of coverage. The District's Contractor and all subcontractors shall furnish the District and the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms reasonably acceptable to the District and the City before work commences. The District and the City reserve the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. The District shall provide an

insurance certificate and an endorsement evidencing compliance with this provision at least annually.

4. Indemnity. The District shall indemnify the City, its officers, employees, and agents from all costs, damages, and liabilities caused by the negligence or other fault of the District or its officers, employees, agents or contractors concerning construction of the District Project. The described duty to indemnify is not intended to run to the benefit of any City liability insurer to the extent such insurer would be responsible for defense costs or indemnity. The described duty to defend does not apply to any costs, damages, or liabilities caused by the negligence or other fault of the City, its officers, employees, agents or contractors.

5. Remedies.

A. Dispute resolution. In the event of a dispute regarding the subject of this agreement, the Party raising the issue will first submit the claim or dispute, in reasonable detail, to the Project Representative of the other Party. If the matter is not resolved satisfactorily, the dispute or claim will be submitted to non-binding mediation, with a qualified mediator selected by the Parties, with each Party sharing the cost of that non-binding mediation. After, and only if these processes are first followed and the dispute or claim remains unresolved, an action may be brought in the Third Judicial District Court of the State of Utah in and for Salt Lake County.

B. Right to cure. In the event of a dispute involving a material breach of this Agreement which was not resolved satisfactorily through the discussions between the District and the City, the non-defaulting Party will have the right to cure the default and seek reimbursement from the defaulting Party for the costs incurred in effecting such cure.

C. Consequential damages. The Parties shall not be entitled to consequential damages resulting from a breach of this Agreement.

6. General.

A. Counterparts. This Agreement may be executed in any number of counterparts, which, when executed and delivered, will be deemed to be an original, binding between the executing Parties, and all of which will together constitute one and the same instrument.

B. Warranty of Authority. All persons signing this Agreement on behalf of any entity represent and warrant that they have full authority to enter into this Agreement for and on behalf of the entity for which they are signing.

C. Changes in Writing. This Agreement and any of its terms may only be modified, waived, or terminated by a written instrument properly executed by both Parties.

D. Waiver. Any Party's failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing signed by the Party intended to benefit from the provisions.

E. No Third-Party Beneficiary. This Agreement does not create any rights for third parties.

F. Time is of the Essence. Time is of the essence regarding the dates and time constraints set forth in this Agreement.

G. Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the District Project, and this Agreement supersedes all prior agreements, negotiations, and understandings between the parties regarding that topic.

[Signature pages follow]

METROPOLITAN WATER DISTRICT OF SALT
LAKE & SANDY

Annalee Munsey, General Manager

Date: _____

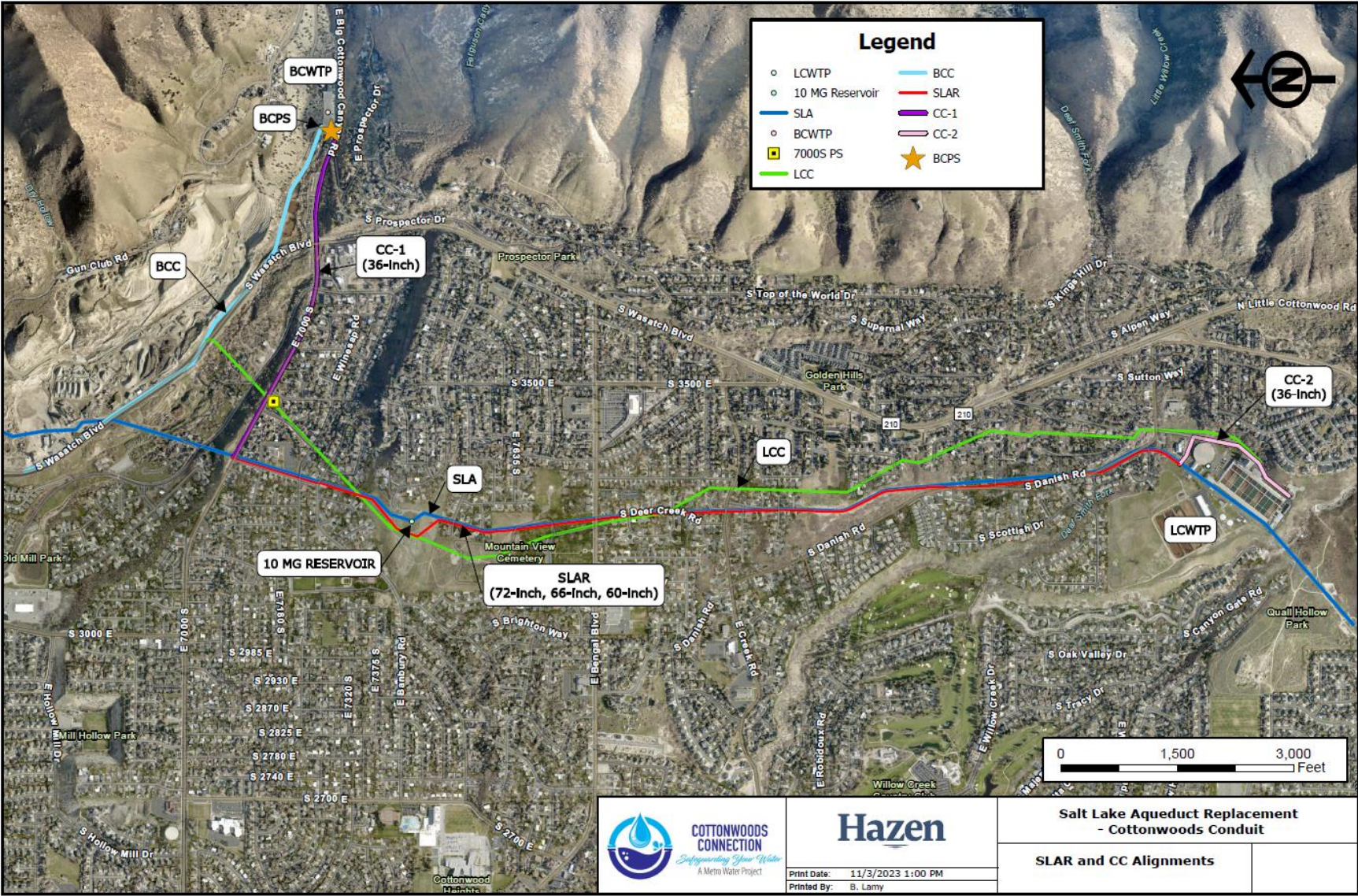
COTTONWOOD HEIGHTS, a Utah municipality

Michael T. Weichers, Mayor

Date: _____

Paula Melgar, City Recorder

Exhibit A
SLAR and CC Alignments within City Streets



Agenda Item: Consider approval of construction contract for SLAR-CC project

Objective: Award construction of the SLAR-CC project.

Background: The Cottonwoods Connection Project (SLAR-CC) will construct three new pipelines between the Little Cottonwood Water Treatment Plant and Big Cottonwood Water Treatment Plant. The Cottonwoods Conduits 1 and 2 (CC-1 and CC-2, respectively) are Salt Lake City facilities. The Salt Lake Aqueduct R (SLAR) is a District facility. The R in SLAR stands for replacement, redundancy, and resiliency.

A notice inviting bids for the SLAR-CC construction was advertised beginning January 4, 2024. Each pipe segment (CC-1, SLAR, and CC-2) was bid as a separate schedule, with a deductive option should the same contractor be awarded all three schedules. Four bidders were prequalified and attended the January 11, 2024 mandatory pre-bid meeting. The bid opening was February 5, 2024. Bid results are shown in Table 1.

Bidder	CC-1	SLAR	CC-2	All
COP Construction	\$9,288,603.19		\$3,820,919.69	\$13,059,522.88
VanCon			\$8,979,896.00	
Whitaker Construction	\$14,363,503.19	\$57,269,309.09	\$6,330,269.69	\$76,497,497.97
W W Clyde	\$15,777,603.19	\$70,774,809.01	\$7,712,919.69	\$94,015,331.89

Bidders were provided Alternative 1 to reduce the bid if all packages they bid on were awarded to that bidder. This discount is reflected in the All column above. Alternative 2 allowed an increase or deduct to construct CC-2 with HDPE instead of steel. All bidders increased their bid save COP Construction, which included a \$20,000 deduct. Alternative 2 is not included in the table above.

The apparent low bid is a construction split, being

- \$13,059,522.88 to COP Construction for CC-1 and CC-2 and
- \$57,269,309.09 to Whitaker Construction for SLAR.

The total apparent low bid is \$70,328,831.97. This project will be funded through Board of Water Resources bond, market/private purchase bond, and potentially unassigned reserves.

Committee Activity: The Engineering Committee discussed this item on February 14, 2023.

Recommendation: The Engineering Committee forwards a positive recommendation to award \$13,059,522.88 to COP Construction for the construction of CC-1 and CC-2 and \$57,269,309.09 to Whitaker Construction for construction of the SLAR.

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: February 14, 2024

Agenda Item: Consider approval of ESDC contract for SLAR-CC project

Objective: Award Engineering Services During Construction (ESDC) of the SLAR-CC.

Background: Hazen and Sawyer is the design engineer for the Cottonwoods Connection (SLAR-CC) project. As the project transitions into construction, the District desires to continue utilizing the Hazen team to support construction. Hazen was previously selected through a competitive process in compliance with Utah State Code.

If approved, the District will enter into a professional services agreement not to exceed \$1,993,086. ESDC will include, among other things, construction inspection; coordinating contract documents such as submittals, contract document clarifications, field orders, and change orders; materials testing services; record drawings and operation and maintenance manuals.

Committee Activity: The Engineering Committee discussed this item on February 14, 2024.

Recommendation: The Engineering Committee forwards a positive recommendation to the board to enter into a professional services agreement with Hazen and Sawyer not to exceed \$1,993,086 for Engineering Services During Construction for the SLAR-CC project.

Attachment:

- Agreement and fee for ESDC with Hazen & Sawyer

**PROFESSIONAL SERVICES AGREEMENT
ENGINEERING SERVICES DURING CONSTRUCTION
for the
SA061 SLA REPLACEMENT – COTTONWOODS CONDUIT**

This Professional Services Agreement (Agreement) is made and entered into this ___ day of March, ___ 2024, by and among Metropolitan Water District of Salt Lake & Sandy, a Utah metropolitan water district (Owner) and Hazen and Sawyer, P.C., a New York professional corporation (Engineer).

PURPOSES

The expertise of Engineer is required by the Owner to support Owner staff. Engineer was selected through a competitive Statement of Qualifications process in accordance with Utah Code Title 63G, Chapter 6a, Part 15 and Owner procurement regulations. The Engineer and its principals and employees are qualified by experience and training to provide, and the Engineer has indicated an interest and a willingness to perform, these services for the Owner. The parties desire to have in place an agreement which describes the terms and conditions under which Engineer will perform the described work.

TERMS

In consideration of the mutual benefits described in this Agreement, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Engineer will perform those engineering services during construction required for completion of the Salt Lake Aqueduct Replacement – Cottonwoods Conduit Project (SLAR-CC Project) as described in Exhibit A attached, which is incorporated by reference into this Agreement as if restated here.
2. **SERVICES OF ENGINEER.** Engineer shall provide services to Owner as an independent contractor in accordance with the applicable professional standards of care, and in a reasonably timely, efficient, and professional manner, consistent with this Agreement.
3. **RESPONSIBLE STAFF MEMBERS.** Responsible principals or staff members of Engineer, and any sub-consultants identified by name in each Task, shall be committed to the Task. Upon submitting a request for payment for services, Engineer shall provide verification of the names of staff members, their respective rates, and the number of hours worked by each staff member. Responsible principals or staff members, or sub-consultants, who retire, quit, or die shall be replaced by individuals who are equally qualified, each of whom shall be subject to Owner’s approval under this Agreement. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement.
4. **CONTRACT PRICE.** The Scope of Services described in Exhibit A is awarded on a time and materials basis not to exceed the amount of \$1,993,086.00. Engineer shall receive

payment based on the hourly rates and expenses described in the Engineer's schedule of fees and expenses included with Exhibit A.

5. SCHEDULE OF PAYMENTS. Engineer shall submit reasonably detailed invoices each month to Owner for any work performed. Invoices shall refer to Owner's project name and number. Owner shall remit payment to Engineer within thirty (30) days of receipt of each request for payment that is presented in the proper form.

6. PERIOD OF SERVICE. This Agreement shall be effective upon signing and shall terminate on December 31, 2026.

7. OWNER'S RESPONSIBILITIES. Owner shall provide Engineer with such information as is available to the Owner and as may be reasonably requested by the Engineer related to the work and Engineer shall, to the extent reasonable under the circumstances, be entitled to use and rely upon all such information in performing its services. Owner will examine all documents submitted by Engineer to Owner and, if requested by Engineer, Owner will render decisions relative thereto in a timely manner in order to avoid unreasonable delay in the progress of Engineer's services. Owner shall provide Engineer access to Owner facilities and premises, and act reasonably to provide necessary access to private property, as may be reasonably requested by Engineer.

8. SECURITY AND OWNERSHIP OF INFORMATION. Owner facilities are critical public infrastructure. Certain information that Owner must provide to Engineer for Engineer to perform its work is very security sensitive. The Engineer will strictly comply with Owner written security protocols provided by the Owner to Engineer as these written security protocols may be changed from time to time. Such protocols may include, but are not limited to, restrictions of numbers of copies to be kept in any form by Engineer, the form of the information storage, the security precautions to be followed, restrictions as to who may have access to information, the confidentiality agreement to be signed by individuals before they may be given access, the methods and means by which copies of information will be destroyed upon completion or termination, the methods and means by which destruction will be verified to Owner, the steps that will be taken by Engineer in the event of any breach or suspected breach of security or security protocols. Owner security protocols and any changes which are provided to Engineer will be immediately complied with by Engineer. If Engineer has concerns or questions regarding such protocols or changes to protocols such concerns will be brought to Owner's attention immediately.

Each document and each item of information prepared in the performance of this Agreement, whether in hard copy or electronic form, is the property of Owner, including, but not limited to, tracings, drawings, estimates, field notes, investigations, design analyses, studies, computer programs, or other data. Engineer shall sign and affix its professional seal(s) to all final plans, technical specifications, and consulting data prepared in the performance of this Agreement.

9. COMPLETENESS AND ACCURACY. Engineer shall be solely responsible for the completeness and accuracy of all of its final work product, including, but not limited to, plans, supporting data and technical specifications prepared pursuant to this Agreement. Engineer shall be responsible to Owner for any error or omission by any of its employees, subcontractors or

suppliers. Engineer shall correct all errors or omissions at its own expense. This provision is not intended to prevent Engineer from seeking reimbursement or indemnity from any employee, subcontractor or supplier. Any additional cost or damages incurred by Owner as a result of such errors or omissions shall be the responsibility of Engineer.

10. RIGHT OF TERMINATION. Owner reserves the right, at its discretion, to terminate this Agreement, or to abandon any portion of Project issued hereunder at any time. In the event Owner terminates this Agreement or abandons any portion of Project hereunder, Owner shall notify Engineer in writing. Immediately upon receipt of such notice, Engineer shall discontinue services as directed by Owner and deliver to Owner all drawings, technical specifications, hard copy and electronically stored information, computer programs and data, estimates, and any other documents or items of information, in whatever form or media, developed or gathered by Engineer in the performance of this Agreement, whether entirely or partially completed, together with all materials supplied by Owner. Engineer shall document its services through the termination date, and submit such documentation to Owner for its evaluation. Engineer shall receive compensation for services performed up through the date of termination or abandonment.

11. INDEMNIFICATION AND INSURANCE. In no event will any fault of Engineer or Engineer's employees or contractors be reapportioned to District or its officers, Trustees or employees. Engineer will indemnify and hold District and its officers, Trustees or employees from any such reapportionment of fault.

To the extent that the District is not otherwise indemnified by a policy of insurance, Engineer will indemnify District and its respective officers, Trustees or employees from any claim of third parties to the extent caused by Engineer's breach of this Agreement or by the negligence or other fault of Engineer, or that of any of Engineer's employees or subcontractors. Any invalidity of any portion of this indemnification duty will not defeat any remaining portion of this described indemnification duty. This indemnity shall be interpreted to provide the District and its officers, Trustees or employees with indemnity to the greatest extent allowed by law. Engineer, at its own cost and expense, shall secure and maintain policies of insurance in accordance with Exhibit B.

12. INSPECTION OF ENGINEER'S RECORDS. Engineer shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all costs incurred by Engineer and billed to Owner. Engineer shall maintain records necessary to confirm compliance with Owner security protocols. Such records shall be available to Owner during Engineer's normal business hours for a period of one year following the date of final payment under this Agreement.

13. WAIVER OF CLAIMS. Prior to acceptance of final payment, Engineer shall submit in writing to Owner any known claim that Engineer or any of Engineer's employees, sub-consultants or subcontractors may have against Owner or any of its employees. The acceptance of final payment by Engineer will constitute a waiver of any such claim other than those claims previously made in writing and submitted to Owner. Engineer shall hold Owner harmless from any claims, including costs and attorneys' fees, by any of Engineer's employees, sub-consultants or subcontractors which are not made in writing prior to acceptance of final payment. The

tendering of final payment by Owner will not constitute a waiver of any claim Owner might have against Engineer, whether known or unknown at the time such payment is made.

14. SUCCESSORS AND ASSIGNS. The services to be provided by Engineer under this Agreement shall not be subcontracted or assigned without the prior written consent of Owner. This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

15. NOTICES AND APPROPRIATE LINES OF COMMUNICATION. Except to the extent necessary to respond to emergencies, communications regarding material matters relating to this Agreement shall be deemed given when mailed or delivered to:

If to Owner To:

Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093

If to Engineer To:

Hazen and Sawyer
Attn: Jeremy Williams, PE
10619 South Jordan Gateway, Suite 130
South Jordan, Utah 84095

Each party may change the designation of the addressee or the address for that party to receive notice by sending written notice of the change.

16. GOVERNING LAW AND JURISDICTION. This Agreement shall be enforced and governed under the laws of the State of Utah, and jurisdiction for any action based on this Agreement, whether brought by Owner or Engineer, shall be with the District Court of Salt Lake County, State of Utah.

17. SPECIAL PROVISIONS. Engineer shall comply with all applicable federal, state and local laws and ordinances, and shall not discriminate against any person on the basis of race, color or national origin in the performance of this Agreement. Any terms which Owner, as a governmental entity is mandated by applicable statute or regulation to include in this Agreement, including any terms which are mandated by applicable provisions of the Utah Procurement Code, shall be considered a part of this Agreement.

18. PARTIAL INVALIDITY. If any portion of this Agreement is determined to be invalid, the remaining portions of this Agreement shall remain valid and enforceable.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the parties and cannot be altered except through a written instrument signed by the parties.

20. NO THIRD PARTY BENEFITS INTENDED. This Agreement is not intended to create rights in any person or entity who is not a party to this Agreement.

21. REPRESENTATION OF AUTHORITY. Those persons signing as representatives of the parties warrant and represent they have been duly authorized to sign on behalf of the party they represent.

22. Delay in Asserting Rights Will Not Constitute a Waiver. No delay of either party in asserting rights under this Agreement will constitute a waiver in whole or in part.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the ___ day of March, 2024.

OWNER:

Metropolitan Water District of Salt Lake & Sandy

Annalee Munsey, General Manager

ENGINEER:

Hazen and Sawyer

Ben Romero, Vice President

Exhibit A
Scope of Work and Fee

**INSURANCE AND BOND REQUIREMENTS FOR
PARTIES ENTERING INTO AGREEMENTS WITH METROPOLITAN WATER
DISTRICT OF SALT LAKE & SANDY**

Last Update: August 8, 2023

Engineer shall maintain, at no cost to the Owner, the following insurance, and provide evidence of compliance satisfactory to Owner.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by Owner in advance, Engineer and all of Engineer's contractors shall maintain limits no less than:

1. **GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):**
 - i. Combined Single Limit (Bodily Injury and Property Damage):
 1. \$2,000,000 Per Occurrence
 - ii. Personal Injury (including completed operations and products liability):
 1. \$2,000,000 Each Occurrence
 - iii. General Aggregate:
 1. \$3,000,000
 - iv. Products - Comp/OP Aggregate:
 1. \$3,000,000
 - v. Limits to apply to this project individually.
2. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:**
 - i. Workers' compensation statutory limits.
 - ii. Employers Liability statutory limits.
3. **PROFESSIONAL LIABILITY:**
 - i. \$2,000,000 Per Claim
 - ii. \$3,000,000 Aggregate

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the Owner in writing. At the option of the Owner, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the Owner, its trustees, officers, and employees as additional insureds; or the Engineer may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of the Owner, its trustees, officers, and employees as additional insureds.

The Owner does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$100,000, whichever is less. The

Owner does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Engineer shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the Owner, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed.

C. OTHER INSURANCE PROVISIONS

The General Liability Coverage is to contain, or be endorsed to contain, the following provisions:

1. Metropolitan Water District of Salt Lake & Sandy and Salt Lake City Corporation and their respective trustees, officers, and employees are to be covered as additional insureds as respects claims arising out of the work of the Engineer. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds.
2. Additional insured coverage shall be on a primary basis for ongoing and completed work.

A waiver with respect to Metropolitan Water District of Salt Lake & Sandy and Salt Lake City Corporation and their respective trustees, officers, and employees of Worker's Compensation subrogation shall be provided.

D. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved in writing by the Owner.

E. VERIFICATION OF COVERAGE

Engineer and all of Engineer's contractors and all subcontractors of Engineer's contractors shall furnish Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to the Owner before work commences. Owner reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Engineer shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time Owner may increase the requirement for a liability limit by providing reasonable written notice to Engineer of such a change.

January 23, 2024

Kelly Stevens, PE
Metropolitan Water District of Salt Lake & Sandy
3430 East Danish Road
Cottonwood Heights, UT 84093

Re: Construction Services – Cottonwoods Connection Project

Dear Mr. Stevens:

Hazen is pleased to submit this scope and fee for Engineering Services During Construction (ESDC) for the Cottonwoods Connection Project. A summary of the scope of work includes:

- Construction Administration, including regular progress meetings
- ESDCs, office support – submittal reviews and other administrative services
- ESDCs, field support – daily observations of field activities
- Project documentation, including daily logs, photos, and progress reports
- Materials testing, including compaction and welding
- Record drawings
- Operations manual

Enclosed for your review and approval is Hazen’s proposed detailed scope of work and fee (refer to Attachment A). The total amendment amount proposed for these services is \$1,993,086.

Sincerely,



Jeremy Williams, PE
Project Manager/Senior Associate



Benjamin Romero, PE
Principal-in-Charge/Vice President

Attachment A

Metropolitan Water District of Salt Lake & Sandy Salt Lake Aqueduct Replacement – Cottonwoods Conduit Scope of Services

SCOPE OF SERVICES

Hazen will provide the following construction phase services for the Cottonwoods Connection Project:

- Task 100: CM Project Management
 - Construction Administration

- Task 200: Engineering Services During Construction
 - 210: Office Services
 - Schedule Reviews
 - Response to Requests for Information (RFIs)
 - Document Control and Submittals
 - Claims management, including Potential Change Order (PCO) and Change Order (CO) Review
 - 220: Field Services
 - Project Representative (PR, Josh Wagstaff) and Resident Engineer (RE, Maggie Shalvoy) for daily observations and documentation
 - Construction Coordination and Meetings
 - Progress Payment Reviews
 - Coordination of Construction Materials Testing (through subcontractors)
 - Punchlists
 - Substantial and Final Completion Review
 - 230: Record Drawings
 - Record Drawings
 - 240: Operations & Maintenance Manuals
 - Commissioning, Equipment Start-Up, Training and O&M Assistance and Support for OWNER Personnel
 - Equipment O&M Manuals
 - Electronic O&M manual (pdf)
 - 250: Warranty Period Services
 - 11-month walkthrough

SCHEDULE FOR SERVICES

Construction services are anticipated to start in March 2024 with a partnering session and initial submittals. The preconstruction meeting and additional submittals should occur in April 2024, with construction of CC-1 beginning in May 2024. Substantial completion is scheduled for June 30, 2026, with final completion anticipated to occur within three months. This establishes the following durations for major tasks:

- Project management and office services: March 2024 – September 2026 (32 months)
- Field services: May 2024 – June 2026 (28 months)

Task 100 – CM Project Management

Construction Administration

Provide Construction Administration team (Project Manager, Jeremy Williams; Project Representative, Josh Wagstaff; Resident Engineer, Maggie Shalvoy) to provide the following services:

- Develop, maintain, and monitor a project-specific work plan (i.e., Project Management Plan) and coordinate with project personnel.
- Oversee and coordinate office services, field services, project controls, and operational support services provided under this work authorization.
- Provide a direct liaison between OWNER and Engineer (PM) and OWNER and Contractor (PR).
- Develop and submit monthly invoices to the OWNER for services performed under this scope of services. Each invoice will be accompanied by a monthly progress report that will include a summary of work completed since the previous monthly progress report; work anticipated in the upcoming month; scheduled and actual percent completes for major tasks; budget status, including contracted amount, total billed to date, amount remaining, variances in the project budget and/or schedule; list of coordination and information required; list of problems encountered and proposed resolution.
- Attend the Pre-Construction Conference.

Task 200 – Engineering Services During Construction

Document Control and Submittals Review

Document Management - Develop, execute, and maintain a document management system. SharePoint will be used for this purpose for Contractor submittals required by the Contract Documents, including but not limited to:

- Schedule of values.
- Initial construction schedules.
- Pay requests.
- Shop drawings and shop drawing re-submittals.
- Preliminary and final vendor operation and maintenance manuals.
- Shutdown or tie-in plans.
- Start-up/testing plans.
- Training materials.
- Spare parts list.
- Field test reports including:
 - soils compaction reports
 - concrete testing reports
 - pipeline weld tests
 - equipment shop tests
 - equipment field tests
 - independent electrical testing results
 - instrument calibration
 - SCADA tests
 - loop tests and diagrams
 - functional tests
 - Performance tests

Submittals received from the Contractor will be logged and recorded, distributed to the appropriate ENGINEER team member(s) for review, received back from ENGINEER's reviewer(s), recorded for disposition of review (e.g., approved as submitted, approved as noted, not approved), and returned to the Contractor with appropriate copies to the OWNER and project record files. If so, requested by the OWNER, ENGINEER will forward reviewed submittals to the OWNER for OWNER'S review and/or distribution to the Contractor. As required, the ENGINEER will forward and coordinate submittals with local agencies (e.g. Cottonwood Improvement District, Cottonwood Heights City, etc.)

ENGINEER will maintain orderly electronic and hard-copy files for correspondence reports of job conferences, shop drawings and sample submission, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, clarifications and interpretations of the Contract Documents, progress reports, and other project related documents. Electronic files will be turned over to OWNER at the end of the project.

The anticipated number of submittals and resubmittals to be reviewed is approximately 300.

Response to RFIs

ENGINEER will prepare responses to RFI's submitted by the Contractor and will issue necessary clarifications and interpretations of the Contract Documents as appropriate to the completion of Contractor's work. Such clarifications and interpretations are intended to be consistent with the intent of and reasonably inferable from the Construction Documents. ENGINEER may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents but will promptly send all such Field Orders to the OWNER'S representative for their review prior to finalization. The anticipated number of RFIs to be reviewed is approximately 50.

PCO and CO Review

ENGINEER will prepare Potential Change Orders (PCO) as directed by the OWNER or as submitted by the Contractor. ENGINEER will review contract documents to verify a PCO is required and is consistent with the design intent. ENGINEER will create PCO documentation to submit to the Contractor when a change in scope outside of the contract is deemed necessary or requested. ENGINEER will create and update an ongoing PCO log.

ENGINEER will review Contactor's CO request for technical content, cost, and schedule prior to recommending acceptance or rejection as a Change Order to OWNER.

Claims Management

ENGINEER will monitor the project to identify issues early when they can be more easily resolved. Potential issues will be tracked through a computerized database. Contractor claims will be reviewed for validity based on contract provisions, supporting documentation, schedule impacts and field observations and records. When entitlement is verified, an independent change estimate will be prepared and reconciled with the contractor's claim, which may require negotiation. Recommend to the OWNER whether the claim is valid. Provide OWNER with written documentation that supports ENGINEER's recommendation.

Schedule Reviews

After the baseline schedule is established by the Contractor and accepted by the OWNER, ENGINEER will monitor progress against the baseline schedule, identify potential delays or adverse trends requiring corrective action, identify upcoming interfaces that may require OWNER's action, and verify that schedule revisions meet contract requirements. ENGINEER will verify that the monthly construction schedule

portrays both the work and progress accurately and without bias. Schedule review commences with the Contractor's baseline schedule, to confirm that the schedule will be suitable for effective progress monitoring. Monthly reports will be provided to OWNER to indicate the current construction status and identify actions that would enhance or impact the project's cost or schedule. ENGINEER will also utilize the progress schedule to review and analyze any contractor delay claims or requests for time extensions and will recommend an appropriate resolution. The ENGINEER will provide 24 monthly schedule reviews.

Progress Payments

At the start of construction, ENGINEER will review the Contractor's proposed detailed cost breakdown (Schedule of Values) to confirm that they reasonably reflect anticipated costs. On a monthly basis, ENGINEER will work with OWNER to independently review the project's schedule status and construction work in place, to develop a progress payment recommendation based on the value of work completed. Ensure Project CPM Schedule approval prior to monthly progress payment approval. ENGINEER will review Contractor's as-built drawings to ensure they are being updated prior to recommending payment.

Equipment Operation and Maintenance Manuals

ENGINEER will review the vendor equipment operation and maintenance manuals provided by the Contractor to verify compliance with the requirements stated in the Contract Documents such as complete information in connection with assembly, operation, lubrication, adjustment, wiring diagrams and schematics, maintenance, and repair, including detailed parts lists with drawings or photographs identifying the parts. ENGINEER will verify that final copies of all operation and maintenance manuals are provided to the OWNER, including digital and hard copies. The effort anticipates 10 O&M manuals.

Project Representative and Resident Engineer

ENGINEER will provide a Project Representative (PR) (assumes part time, two days per week) for 32 months and a Resident Engineer (RE) (assumes full time at 32 hours per week) for 28 months to monitor progress and conduct on-site observations of the Contractor's work to determine if the work generally conforms to the construction Contract Documents. This effort assumes that MWDSLS will provide office space for the RE. PR and RE tasks will include:

- Attending the Pre-Construction Conference.
- Manage the distribution of RFI, Submittal, and PCO reviews.
- Serving as ENGINEER's construction liaison with the Contractor, working principally through the ENGINEER's Project Manager and aiding in interpreting the Contract Documents.
- Assisting in obtaining from OWNER's staff additional details or information at the job site.
- Advising ENGINEER's Construction Manager and OWNER before scheduled major tests, inspections or start of important phases of construction.
- Verifying that operation and maintenance procedures are available to the OWNER before equipment start-up and operator training is conducted by the Contractor as required by the Contract Documents and in the presence of the required personnel, observing, recording, and reporting appropriate details relative to the test procedures and start-ups.
- Accompanying visiting inspectors representing public or other agencies having jurisdiction over the Project and recording the outcome of these inspections in the daily reports.
- Reviewing the Contractor's work and reject and/or request correction of any work which will not produce a completed project that conforms to the Contract Documents.
- Developing Non-Compliance Notices (NCN) for work that does not comply with the contract.
- Maintaining orderly files of all job-related correspondence and documents on site.
- Maintaining familiarity and compliance with Maintenance of Plant Operations (MOPO) through coordination with the contractor.

- Reviewing monthly pay application.
- Reviewing monthly schedule updates.
- Monitoring Record Drawing updates.
- Documenting activities in Daily Field Reports with photos in electronic-approved format including:
 - description of daily work performed and locations.
 - number of Contractor's work force.
 - equipment utilized.
 - materials delivered and materials installed.
 - testing performed.
 - non-conforming work.
 - synopsis of disputes.
 - review of Time and Materials (T&M) sheets including personnel hours, equipment and materials utilized, as required.
 - daily weather conditions and precipitation.
- Observe and oversee testing/inspections including:
 - concrete placement, including rebar.
 - compaction.
 - backfill.
 - continuity and fall potential associated with grounding ring.
 - wiring continuity and megger testing.
 - dry film/wet film thickness testing for field painting.
 - pipe joint testing.
 - special inspections per code requirements.
- Observe loop test and I&C checkout prior to startup.
- Oversee equipment manufacturer review of equipment installation prior to startup.
- Verify equipment manufacturer's installation report is generated.
- Witness and document equipment start-up, performance testing, and reliability demonstrations and alerting Construction Manager in advance of testing and startup activity dates.
- Coordinate vendor supplied equipment training with OWNER. Ensure video documentation of training.
- Coordinate as-needed field observation and services with discipline Engineers.
- Log spare parts furnished by the Contractor prior to transmitting to the OWNER.
- Review and verify daily equipment and personnel on site and verify time and materials quantities.
- Develop meeting agendas and meeting minutes for progress meetings.

Additional Observation and Services

Depending on availability of OWNER personnel and specific construction activities, additional on-site observation and services can be provided as requested by the OWNER. Services will be provided on an as-needed basis and may include periodic observation, witness testing and Special Inspections of process/mechanical, structural, architectural, electrical, instrumentation and HVAC items, including but not limited to the following:

- Process/mechanical inspections by design engineers of complex unit process equipment installations.
- Structural inspection of structures.
- Electrical inspections of raceway installations, major electrical equipment installations, major cable installations, electrical testing and startup, and troubleshooting.
- Instrumentation inspections of field installations, factory testing, field testing, witnessing of loop testing, witnessing of functional testing and final acceptance testing.

Prior to starting Additional Observation and Services, ENGINEER will prepare and submit a scope, schedule, and budget for these Additional Services for OWNER's approval.

O&M Manual

Develop an electronic Operations and Maintenance (O&M) Manual in pdf format.

- The electronic O&M Manual will incorporate detailed, specific information concerning overall operation and maintenance procedures of pipeline for each operation Phase and coordination with stakeholders (SLCDPU).
- ENGINEER will integrate graphics, text, and drawings to provide the OWNER with a user-friendly interactive environment for access of operation and maintenance data. The electronic O&M Manual will include access to electronic versions of record plans and specifications as supplied to the ENGINEER. The electronic O&M Manual will include any vendor supplied electronic O&M information for process equipment as submitted by the construction contractor(s) and a library of construction photographs and videos take to document underground conditions and other construction features. Operator training materials and videos of O&M training sessions will be provided and linked to the appropriate portions of the Manual. The electronic O&M Manual will be extendable to allow future additions such as accessibility from SCADA or CMMS. The ENGINEER will provide training to the operations staff on the use of the electronic O&M Manual. Training will also be provided to staff regarding content management for future edits to the electronic O&M Manual.
- The operations and maintenance manual will cover operational basics, intended operation of the processes, start-up, shutdown, monitoring, alarm situations, troubleshooting procedures, alternate operating modes, and special process safety considerations. A summary of vendor-supplied equipment operation and maintenance information will be incorporated into the manual format for access via links included in the visual interface.

Construction Materials Testing

ENGINEER will subcontract with a material testing firm for conducting materials testing during construction. Testing will include gradation and proctor information for selected samples of backfill material, compaction testing of selected subgrade, backfill, and asphalt paving locations, concrete material testing, concrete cylinder strength testing, and onsite concrete testing (air, temperature, slump). ENGINEER will also subcontract with a weld testing subcontractor to test full-penetration butt welds as specified. ENGINEER will review and confirm acceptance of testing results based on the contract requirements. A copy of the test results will be provided to the OWNER and Contractor as part of the recordkeeping associated with the construction project.

Startup Assistance and Training

ENGINEER will review the Contractor's Startup Plan and verify that Contractor complies with the construction sequencing, constraints and coordination requirements that must be followed to maintain the facility in operation. The major construction activities, their predecessor activities and restrictions (such as when shutdowns can take place) that are critical to maintaining continuous facility operation will be reviewed by the ENGINEER for conformance with the Contract Documents. ENGINEER will provide startup assistance and training services for the new system which is supplemental to manufacturer's training on new equipment. All training material will be submitted in electronic format. Training materials will be submitted prior to actual training. Services will include:

Manufacturer's Training – ENGINEER will review and approve the training agenda on new equipment and systems prepared by the manufacturer/supplier for OWNER O&M staff to correctly maintain and operate the equipment. ENGINEER will verify that manufacturer's training is delivered.

Systems Startup and Testing Assistance - Upon completion of the work, ENGINEER will provide personnel with expertise to assist the OWNER in start-up and initial operation of the pipeline and appurtenances. Prior to start-up of new facilities, provide detailed operation training for the OWNER's operations staff in a classroom setting. The ENGINEER will develop handouts and graphics to enhance the learning process and conduct hands-on training in the field for each class. Each major process area and major support systems such as electrical and instrumentation and control will be covered. The ENGINEER will assist the OWNER with coordination of Contractor activities as required during the one-year warranty period.

Substantial and Final Completion Review

Upon substantial completion of the Work (or each component of the Work with a separate completion date or substantial completion date), ENGINEER will perform the following: (1) conduct inspection(s) to develop the "punch list" and determine if the Work is substantially complete; (2) if necessary, act as mediator between the OWNER and Contractor to develop an agreed punch list; and (3) conduct a final inspection to determine if the completed Work (or component of the Work) is in compliance with the punch list, Contractor's "as-built" drawing markups, shop drawings and specifications. Once ENGINEER determines that Work is substantially complete, ENGINEER will recommend payment and issue certificate of substantial completion (subject to any conditions identified by ENGINEER). ENGINEER will also review necessary documents, including but not limited to, lien waivers, Contractor's final affidavit, close-out change order, and final payment application, warranty letters from Contractor, subcontractor and equipment suppliers, as applicable.

Record Drawings

ENGINEER will take the as-built copy of the construction drawings that have been maintained at the Field Office by the Contractor to create Record Drawings for the project. These drawings will be prepared within ninety (90) days of the date of receipt based on Contractor record drawings and associated documentation of the OWNER and ENGINEER. Record drawings will be provided to OWNER as an electronic copy of all drawings in (AutoCAD, Revit, PDF) format acceptable to OWNER.

Warranty Period Services

ENGINEER will verify that the Contractor submits the proper documentation for a one-year warranty to the OWNER prior to Substantial Completion. The ENGINEER will provide technical support to the OWNER, on an as requested basis, for a period of up to one (1) year after Substantial Completion, to assist the OWNER in resolving Contractor warranty issues and process operations items.

Exclusions

This Scope of Services does not include the following:

1. Services in preparation of litigation or dispute resolution beyond the ENGINEER's Decisions required by the Construction General Conditions.
2. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
3. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, OWNER, utility companies, and other sources; revise and supplement Record Drawings as needed.

4. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
5. ENGINEER will not be providing an As-Built Survey to confirm the contractor's redline drawings.
6. The following duties are excluded from the PR/RE scope of services or duties:
 - Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - Exceed limitations of the ENGINEER's authority as set forth in the Agreement or the Contract Documents.
 - Undertake any of the responsibilities of the Contractor, subcontractors, suppliers, or Contractor's superintendent.
 - Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work unless such advice or directions are specifically required by the Contract Documents.
 - Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of the OWNER or the Contractor.
 - Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by the ENGINEER.
 - Accept shop drawing or sample submittals from anyone other than the Contractor.
 - Perform any special inspections as delineated on the Contract Drawings (other than check structural rebar (number, size and clearance) and observe placement of structural concrete.

Major Milestones

Notice to Proceed: March 1, 2024;
First Day of dedicated PR/RE: May 1, 2024;
Substantial Completion: June 30, 2026;
Final Completion: August 15, 2026.

Key Subconsultants or Subcontractors

Gerhart Cole (GC): GC will review key submittals that pertain to recommendations from their geotechnical report, and will visit the site as needed to verify certain field conditions. See GC's attached proposal.

DG Honegger Consulting (DGHC): Doug may consult on an as-needed basis for key submittal reviews or field adjustments. An allowance of \$10,000 has been assumed for DGHC's potential scope of work.

Intermountain GeoEnvironmental Services, Inc. (IGES): IGES will provide materials testing, including proctors, compaction tests, and concrete and asphalt testing. See IGES's attached proposal.

Infinity Corrosion Group (ICG): ICG will review key submittals that pertain to their cathodic protection design, inspect WSP coating at the factory (if desired), and startup services for the cathodic protection system. See ICG's attached proposal.

Quality Testing & Inspection (QTI): QTI will provide weld testing services. QTI will support Hazen's RE for daily weld inspections, and provide ultrasonic testing for butt welds. See QTI's rate sheet and calculated effort.

GSBS Architects (GSBS): An allowance is provided for individual landscaping consultations.

Gerhart Cole CM Proposal

January 11, 2024

Jeremy Williams, PE
Hazen and Sawyer
6975 South Union Park Center, Suite 600
Cottonwood Heights, UT 84047
jswilliams@hazenandsawyer.com

Proposal: SLA Replacement – Cottonwoods Conduit (SLAR-CC)
Salt Lake County, UT
Geotechnical Engineering Support Services in Construction

Jeremy,

As part of the Salt Lake Aqueduct (SLA) Replacement – Cottonwoods Conduit (SLAR-CC) Project delivery, Hazen has asked Gerhart Cole (GC) to develop a proposal for geotechnical support in construction. Project construction will include oversight and on-site observation by Hazen and Sawyer (Hazen), as the Construction Manager and Engineer of Record, with support from MWDSLS inspectors. The Metropolitan Water District of Salt Lake and Sandy (MWDSLS) plans to release the project for bid later this month with the Contractor still to be selected. As outlined in the project specifications, dated 10/27/2023, the Contractor will have responsibility to develop and implement a Contractor Quality Control (CQC) plan that includes regular reporting. Additionally, the Contractor will provide all monitoring of excavation support and vibration monitoring.

The CQC will not include materials testing as MWDSLS will retain a 'Materials Testing Consultant' (MTC) to perform these services. Hazen has asked GC to provide geotechnical engineering support that will include review of select geotechnical related submittals, several site visits during construction (upon request), geotechnical support of RFIs, and attendance at select project meetings.

Based on these understandings, an email on 01/04/2024, and our discussions with you, we have developed the following scope of work.

SCOPE OF WORK

Objective(s): Support project delivery through geotechnical support in construction.

Task 1.0 Geotechnical Construction Support

Activities:

1. Review geotechnical construction submittals as identified and provided by Hazen.
2. Complete site visits to observe subsurface / trench conditions in pipeline and vault excavations.
3. Provide geotechnical support in response to contractor requests for information (RFIs).
4. Attend project meetings in support of construction.

Assumptions:

1. Submittals:
 - a. From the project specifications, the following contractor submittal reviews are anticipated (up to a total of six):
 - i. 'Cyclone Sand' gradation and Proctor.
 - ii. Construction drawings and calculations for any types of excavation support (temporary shoring submittals) for up to two for planned vaults.
 - iii. Monitoring plan for adjacent structures, utilities, and roadways near the proposed installation of excavation support systems developed by excavation support design engineer.
 - iv. Controlled low strength material mix design.
 - v. Earthwork / trench backfill plan for vaults / pipelines.
 - vi. Proposed dewatering plan or submittal.
 - b. Up to four total hours of review per geotechnical submittal package, inclusive of up to two rounds of comments / comment closeout per package.
 - c. Consistent with the Submittal procedures outlined in the project specifications, the Contractor and Hazen will provide at least thirty working days for our submittal review and processing.
2. Site Visits:
 - a. Provide feedback to on-site inspectors on anticipated soil and trench conditions relative to geotechnical study.
 - b. Observe bottom of vault excavations to confirm assumed materials and provide recommendations on the removal of any unsuitable materials, if needed, consistent with the 'Excavation' section of the specification.
 - c. Up to twenty site visits with an on-site duration up to two hours each.
 - d. Additional site visits, if requested, will be invoiced on a time and materials basis with an estimated fee of \$900 per site visit.
 - e. Hazen to provide a minimum of 24-hour notification ahead of site visit. Hazen is responsible for keeping GC informed as to construction schedule and for coordinating site visits. GC cannot be held responsible for visits not made because of untimely notification.
3. RFIs:
 - a. Support Hazen with geotechnical details on up to five RFIs.
 - b. Three hours or less per RFI; RFI response to be delivered to Hazen via email for Hazen to coordinate final responses.
 - c. Up to 14 days for our submittal review and processing.
4. Project Meetings:

- a. Attend up to three meetings virtually or in person at the District offices, each with a duration less than two hours.
 - b. If needed, additional meetings (including teleconferences) will be billed as additional services at standard rates.
5. Excludes:
- a. Testing of controlled low strength materials / flowable fill, aggregates, backfill and other materials; to be completed by MTC.
 - b. Full-time construction observation and inspection; this service and associated responsibilities are being provided by Hazen and the District.
 - c. Development of meeting agenda / notes and construction observation documentation beyond GC's standard Daily Field Reports.
 - d. Coordination / review of permanent wall designs and shop drawings; as noted in project plans, dated January 2024, the Contractor to coordinate and obtain all required permits for retaining walls.
 - e. Supplemental field studies or reporting; addendum(s) to geotechnical reports or technical memos to be addressed as part of separate proposal(s), if needed.
 - f. Trenchless crossing below Big Cottonwood Creek; this scope of work is outside the limits of this project.
 - g. Observing 'Proof-rolling' as outlined in the 'Excavation' section of the specification; these observations will be completed by Hazen or MWDSLs.

Deliverables:

- Review comments on submittals to be provided as markups to PDFs (no comment forms required)
- Daily field reports (DFRs) summarizing observations and coordination from site visits.
- RFI text delivered to Hazen to incorporate in formal responses.

COST AND SCHEDULE

We propose to perform these services in accordance with a mutually acceptable Professional Services Agreement between Hazen and GC on a time and materials basis, with the estimated costs and schedule indicated in Table 1 below. A breakout of GC labor hours per activity is provided in Table 2.

Table 1 Cost Estimate

Description	Estimated Cost
Task 1 Geotechnical Construction Support	\$ 26,800
Total	\$ 26,800

We plan to start field work pending receipt of your notice to proceed following execution of the professional service agreement, and the availability of drilling subcontractors. Schedule will be finalized after project award.

If this schedule is accelerated, additional costs may be incurred. Unless stated otherwise, this schedule does not reflect potential impacts of adverse weather or constraints imposed by others. This proposal is valid for 30 days.

If you have any questions or comments or would like us to revise this proposal to better suit your needs, please let us know. We look forward to helping you meet project goals and objectives with this study.

Respectfully submitted,
GERHART COLE, INC



Ryan Maw, PE, DGE
Principal



Ryan Cole, PhD, PE, DGE
Principal / President

Table 2 Gerhart Cole Estimated Hours

SLA Replacement – Cottonwoods Conduit (SLAR-CC)

Hazen

Engineering Fee Estimate

Last Updated: 01/11/2024



Labor Category	Principal in Charge	Project Manager (Design Lead)	Engineer VII-VIII			Subtotal Hours	Subtotal Labor	Subtotal Expenses	Totals
Rate	\$ 240.00	\$ 175.00	\$ 200.00						
Task Description									
1.0	Geotechnical Construction Support					0	\$ -	\$ -	\$ -
	Submittal Review					24	\$ 4,630	\$ -	\$ 4,630
	Site Visits					92	\$ 17,355	\$ 425	\$ 17,780
	RFIs					15	\$ 2,750	\$ -	\$ 2,750
	Project Meetings					9	\$ 1,575	\$ 65	\$ 1,640
						0	\$ -	\$ -	\$ -
						0	\$ -	\$ -	\$ -
	Totals					140	\$ 26,310	\$ 490	\$ 26,800

IGES CM Proposal

January 15, 2024

Jeremy Williams, P.E.
Hazen and Sawyer
10619 South Jordan Gateway Ste. 130
South Jordan, UT 84095

Subject: Corrosion Services during Construction Proposal for the MWDSLS SLAR-CC Project

Dear Mr. Williams:

Infinity Corrosion Group, Inc. (ICG) appreciates the opportunity to submit our proposal for Corrosion Services during Construction for the MWDSLS SLAR-CC Project.

Scope of Work

We have separated our Scope of Work into three (3) tasks to meet project objectives as outlined below.

Task 1 – General Corrosion Services during Construction

ICG will provide technical support and oversight during the construction phase as required. Construction services related to cathodic protection system installations include the following tasks:

1. Construction submittal review related to coatings and cathodic protection.
2. Site visits during construction to review cathodic protection system and test station installation procedures.
3. Technical support to Engineer's / Owner's field inspection personnel.
4. Field coating inspection which could include quality assurance testing of shop coated pipe, pipe joint coating, assessment of coating damage, and documentation.

All work will be documented in a Daily Field Inspection report and include relevant project photographs.

Task 2 – Shop Coating Inspection – Part-time

Part-time shop coating inspection services will be provided for bonded dielectric coatings (polyurethane) on steel pipe. Inspection will include monitoring applicator quality control procedures, inspecting surface preparation, monitoring environmental conditions, verifying coating thickness, and measuring coating adhesion.

The benefit of shop coating inspection is to assure that pipe coatings are meeting the project requirements prior to pipe arriving on site. At a minimum, ICG recommends planning for an initial shop visit at the start of the pipe coating work to assure conformance with the project specifications and verify the applicator's quality control processes. The site visit will be coordinated to include all applicator personnel involved with the project and the pipeline coating manufacturer's technical representative. During the shop visit ICG will verify surface preparation, coating application, environmental controls, coating thickness, and coating adhesion.

We have based our labor and expenses estimate for this task on the pipe fabrication and coating application in Texas or other out of state location, where overnight travel will be required. We have estimated the inspection being completed during one (1), 4 to 6 day plant visit.

The pipe fabrication, coating application location, and construction schedule are unknown at this time; therefore, we can only estimate the effort and number of shop visits required for coating inspection.

Additional shop coating visits may be recommended by ICG in the event there are concerns with shop coating quality or the schedule for pipe coating extends over several months.

Task 3 – Energizing and Final Testing of Cathodic Protection Systems

This task includes work associated with documenting and energizing the cathodic protection system installations. The primary purpose of this task is to verify the test station installations, measure baseline pipe-to-soil potentials and energize the cathodic protection system to confirm adequate corrosion protection along the piping.

Energizing and testing will include:

1. Observe installation of impressed current cathodic protection system.
2. Verify contractor test station installations and electrical isolation.
3. Baseline pipe-to-soil potentials.
4. Cathodic protection system energizing and adjustment.
5. Polarized pipe-to-soil potential survey.
6. Rectifier settings.

ICG will provide a report outlining the procedures for operation and maintenance of the cathodic protection system. ICG will tabulate and submit all test data in a final report.

Proposed Staff

Erik Llewellyn, a registered State of Utah Professional Engineer, AMPP Cathodic Protection Specialist (CP4), and AMPP Level 3 Coating Inspector, will be the point of contact for the project and oversee the work. Mr. Llewellyn has a Bachelor of Science in Civil Engineering and has over twenty-five years' experience in the corrosion field.

Zach Sharon is a registered State of Utah Professional Engineer, and AMPP Cathodic Protection Technologist (CP3). Mr. Sharon will assist with the project coordination, data analysis, and report review. Mr. Sharon has a Bachelor of Science in Electrical Engineering.

Read Arnold, AMPP Cathodic Protection Technician (CP2) and AMPP Level 3 Coating Inspector, has over twenty-five years' experience performing corrosion surveys and providing cathodic protection system construction services. Read will be available for oversight during construction and coating inspection.

Jason Mott, E.I.T. is a Corrosion Engineer and AMPP Cathodic Protection Technician (CP2) with a degree in Corrosion Engineering. Jason will be available for support during construction inspection and final surveys.

Chris Sumsion, E.I.T. is a Corrosion Engineer and AMPP Cathodic Protection Technician (CP2) with a degree in Mechanical Engineering. Chris will be available for support during construction inspection and final surveys.

Proposed Fee

We propose completing the work described above on a time and expenses basis for the Not to Exceed fees listed in Table 1.

Table 1 - Fee Summary for Tasks

Task	Description	Task Fee
1	General Corrosion Services during Construction	\$27,250.00
2	Shop Coating Inspection – Part-time	\$19,500.00
3	Energizing and Final Testing of Cathodic Protection Systems	\$18,500.00
Total Not to Exceed Fee		\$65,250.00

Labor and expenses will be billed on a time and expense basis at the rates provided on the attached 2024-25 Billing Rates schedule.

Jeremy Williams, P.E.

January 15, 2024

Page 4 of 4

Infinity Corrosion Group, Inc. appreciates this opportunity to submit our scope of work for corrosion Engineering Services. Please call if you have any questions or need further assistance.

Sincerely,

Infinity Corrosion Group, Inc.,

A handwritten signature in blue ink, reading "Erik S. Llewellyn". The signature is written in a cursive style with a large initial "E".

Erik S. Llewellyn, P. E.

Vice President / Principal Corrosion Engineer

Attachments: 2024-25 Labor and Expense Rates
Construction Services Fee Estimate Breakdown

2024-25 Labor and Expenses Billing Rates

Services will be billed on a time and expense per the terms of the Agreement. Labor will be charged at the specified hourly rates. **Overtime charges will not be applied to Labor Rates.**

Labor Rates:

<u>Classification</u>	<u>Hourly Rate</u>
Principal Corrosion Engineer (Professional Engineer, AMPP Specialist Certification, AMPP CIP3, and 20 or more years' experience)	\$175.00
Senior Corrosion Engineer (Professional Engineer, AMPP CP3 Certification or higher, and 5 or more years' experience)	\$155.00
Corrosion Engineer 3 (BS Engineering and EIT with AMPP CP2 Certification or higher)	\$135.00
Corrosion Engineer 2 (BS Engineering and EIT with AMPP CP1 Certification or higher)	\$120.00
Corrosion Engineer 1 (0 to 3 years' experience, BS Engineering/Science)	\$110.00
Senior Corrosion Technician (10+ years' experience with AMPP CP2 Certification or higher)	\$140.00
Corrosion Technician 3 (5 to 10 years' experience or AMPP CP2 Certification or higher)	\$130.00
Corrosion Technician 2 (3 to 5 years' experience or AMPP CP1 Certification or higher)	\$120.00
Corrosion Technician 1 (0 to 3 years' experience)	\$100.00
Office / Clerical (Administrative)	\$90.00

Equipment Rates:

<u>Item</u>	<u>Daily Rate</u>
Radiodetection Pipeline Current Mapper with Generator	\$300.00
Rail-to-Earth Test Equipment	\$250.00
Close Interval Survey Test Equipment (Field Computer, Wire Chainer, and GPS)	\$250.00
Current Requirement Equipment	\$150.00
Grounding Test Equipment	\$150.00
Pipe Locator / Depth of Cover	\$125.00
Datalogger	\$75.00
Rail Insulator Test Equipment	\$100.00
Ultrasonic Thickness Gauge	\$150.00
Generator	\$75.00
Field Services Passenger Vehicle (in addition to IRS mileage reimbursement)	\$100.00
Soil Resistivity Equipment	\$50.00
General CP Test Equipment and Tools*	\$50.00
Current Interrupter	\$50.00
Portable Rectifier	\$50.00
Coating Inspection Equipment**	\$80.00
Close Interval Survey Wire (per mile)	\$40.00

* General CP Test Equipment includes standard corrosion testing equipment; such as voltmeters, insulator tester, wire reels, reference electrodes, and basic tools as necessary to perform most corrosion tests and evaluations.

Direct Expense Rates:

<u>Item</u>	<u>Rate</u>
Automobile Mileage	IRS Rate
Subconsultant and Outside Services	Direct Cost
Travel (Flights, Auto Rental, Tolls, Parking, etc.) and Related Expenses	Direct Cost

ENGINEERING SERVICES FEE ESTIMATE



**Hazen and Sawyer
Corrosion Services during Construction Fee Estimate for MWDSLS SLAR-CC Project**

Task Efforts	Name		Rates	Task 1		Task 2		Task 3		TOTAL OF ALL TASKS	
				General Corrosion Services during Construction		Shop Coating Inspection		Energizing and Final Testing of Cathodic Protection Systems		Hours	Cost
				Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Administration / Coordination / Meetings / Submittal Review	Llewellyn, Erik	Principal Engineer	\$175.00	8	\$1,400.00	8	\$1,400.00	2	\$350.00	18	\$3,150.00
	Sharon, Zach	Sr. Corrosion Engineer	\$155.00	8	\$1,240.00	0	\$0.00	0	\$0.00	8	\$1,240.00
	Mott, Jason	Corrosion Engineer 2	\$135.00	8	\$1,080.00	0	\$0.00	0	\$0.00	8	\$1,080.00
	Sumsion, Chris	Corrosion Engineer 2	\$135.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Arnold, Read	Sr. Corrosion Technician	\$140.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Inspection, Field Surveys, and Technical Support	Llewellyn, Erik	Principal Engineer	\$175.00	16	\$2,800.00	24	\$4,200.00	12	\$2,100.00	52	\$9,100.00
	Sharon, Zach	Sr. Corrosion Engineer	\$155.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Mott, Jason	Corrosion Engineer 2	\$135.00	16	\$2,160.00	0	\$0.00	0	\$0.00	16	\$2,160.00
	Sumsion, Chris	Corrosion Engineer 2	\$135.00	16	\$2,160.00	0	\$0.00	40	\$5,400.00	56	\$7,560.00
	Arnold, Read	Sr. Corrosion Technician	\$140.00	80	\$11,200.00	60	\$8,400.00	40	\$5,600.00	180	\$25,200.00
Reporting	Llewellyn, Erik	Principal Engineer	\$175.00	4	\$700.00	8	\$1,400.00	4	\$700.00	16	\$2,800.00
	Sharon, Zach	Sr. Corrosion Engineer	\$155.00	8	\$1,240.00	0	\$0.00	8	\$1,240.00	16	\$2,480.00
	Mott, Jason	Corrosion Engineer 2	\$135.00	8	\$1,080.00	0	\$0.00	16	\$2,160.00	24	\$3,240.00
	Sumsion, Chris	Corrosion Engineer 2	\$135.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Arnold, Read	Sr. Corrosion Technician	\$140.00	0	\$0.00	8	\$1,120.00	0	\$0.00	8	\$1,120.00
SUBTOTAL LABOR				172	\$25,060.00	108	\$16,520.00	122	\$17,550.00	402	\$59,130.00
Expenses	Units	Unit Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
Auto Mileage	Mile	\$0.80	600	\$480.00	200	\$160.00	400	\$320.00	1200	\$960.00	
Lodging and Meals	Each	\$200.00	0	\$0.00	6	\$1,200.00	0	\$0.00	6	\$1,200.00	
Flight	Each	\$800.00	0	\$0.00	1	\$800.00	0	\$0.00	1	\$800.00	
Other Travel Expenses	Each	\$90.00	0	\$0.00	4	\$360.00	0	\$0.00	4	\$360.00	
Coating Inspection Test Equip.	Each	\$80.00	3	\$240.00	4	\$320.00	0	\$0.00	7	\$560.00	
Field Services Vehicle	Each	\$100.00	12	\$1,200.00	0	\$0.00	3	\$300.00	15	\$1,500.00	
CP Test Equipment	Each	\$50.00	5	\$250.00	0	\$0.00	6	\$300.00	11	\$550.00	
SUBTOTAL EXPENSES					\$2,170.00		\$2,840.00		\$920.00		\$5,930.00
Total Labor and Expense					\$27,230.00		\$19,360.00		\$18,470.00		\$65,060.00
Estimated Not to Exceed Fee					\$27,250.00		\$19,500.00		\$18,500.00		\$65,250.00

ICG CM Proposal

January 15, 2024

Jeremy Williams, P.E.
Hazen and Sawyer
10619 South Jordan Gateway Ste. 130
South Jordan, UT 84095

Subject: Corrosion Services during Construction Proposal for the MWDSLS SLAR-CC Project

Dear Mr. Williams:

Infinity Corrosion Group, Inc. (ICG) appreciates the opportunity to submit our proposal for Corrosion Services during Construction for the MWDSLS SLAR-CC Project.

Scope of Work

We have separated our Scope of Work into three (3) tasks to meet project objectives as outlined below.

Task 1 – General Corrosion Services during Construction

ICG will provide technical support and oversight during the construction phase as required. Construction services related to cathodic protection system installations include the following tasks:

1. Construction submittal review related to coatings and cathodic protection.
2. Site visits during construction to review cathodic protection system and test station installation procedures.
3. Technical support to Engineer's / Owner's field inspection personnel.
4. Field coating inspection which could include quality assurance testing of shop coated pipe, pipe joint coating, assessment of coating damage, and documentation.

All work will be documented in a Daily Field Inspection report and include relevant project photographs.

Task 2 – Shop Coating Inspection – Part-time

Part-time shop coating inspection services will be provided for bonded dielectric coatings (polyurethane) on steel pipe. Inspection will include monitoring applicator quality control procedures, inspecting surface preparation, monitoring environmental conditions, verifying coating thickness, and measuring coating adhesion.

The benefit of shop coating inspection is to assure that pipe coatings are meeting the project requirements prior to pipe arriving on site. At a minimum, ICG recommends planning for an initial shop visit at the start of the pipe coating work to assure conformance with the project specifications and verify the applicator's quality control processes. The site visit will be coordinated to include all applicator personnel involved with the project and the pipeline coating manufacturer's technical representative. During the shop visit ICG will verify surface preparation, coating application, environmental controls, coating thickness, and coating adhesion.

We have based our labor and expenses estimate for this task on the pipe fabrication and coating application in Texas or other out of state location, where overnight travel will be required. We have estimated the inspection being completed during one (1), 4 to 6 day plant visit.

The pipe fabrication, coating application location, and construction schedule are unknown at this time; therefore, we can only estimate the effort and number of shop visits required for coating inspection.

Additional shop coating visits may be recommended by ICG in the event there are concerns with shop coating quality or the schedule for pipe coating extends over several months.

Task 3 – Energizing and Final Testing of Cathodic Protection Systems

This task includes work associated with documenting and energizing the cathodic protection system installations. The primary purpose of this task is to verify the test station installations, measure baseline pipe-to-soil potentials and energize the cathodic protection system to confirm adequate corrosion protection along the piping.

Energizing and testing will include:

1. Observe installation of impressed current cathodic protection system.
2. Verify contractor test station installations and electrical isolation.
3. Baseline pipe-to-soil potentials.
4. Cathodic protection system energizing and adjustment.
5. Polarized pipe-to-soil potential survey.
6. Rectifier settings.

ICG will provide a report outlining the procedures for operation and maintenance of the cathodic protection system. ICG will tabulate and submit all test data in a final report.

Proposed Staff

Erik Llewellyn, a registered State of Utah Professional Engineer, AMPP Cathodic Protection Specialist (CP4), and AMPP Level 3 Coating Inspector, will be the point of contact for the project and oversee the work. Mr. Llewellyn has a Bachelor of Science in Civil Engineering and has over twenty-five years' experience in the corrosion field.

Zach Sharon is a registered State of Utah Professional Engineer, and AMPP Cathodic Protection Technologist (CP3). Mr. Sharon will assist with the project coordination, data analysis, and report review. Mr. Sharon has a Bachelor of Science in Electrical Engineering.

Read Arnold, AMPP Cathodic Protection Technician (CP2) and AMPP Level 3 Coating Inspector, has over twenty-five years' experience performing corrosion surveys and providing cathodic protection system construction services. Read will be available for oversight during construction and coating inspection.

Jason Mott, E.I.T. is a Corrosion Engineer and AMPP Cathodic Protection Technician (CP2) with a degree in Corrosion Engineering. Jason will be available for support during construction inspection and final surveys.

Chris Sumsion, E.I.T. is a Corrosion Engineer and AMPP Cathodic Protection Technician (CP2) with a degree in Mechanical Engineering. Chris will be available for support during construction inspection and final surveys.

Proposed Fee

We propose completing the work described above on a time and expenses basis for the Not to Exceed fees listed in Table 1.

Table 1 - Fee Summary for Tasks

Task	Description	Task Fee
1	General Corrosion Services during Construction	\$27,250.00
2	Shop Coating Inspection – Part-time	\$19,500.00
3	Energizing and Final Testing of Cathodic Protection Systems	\$18,500.00
Total Not to Exceed Fee		\$65,250.00

Labor and expenses will be billed on a time and expense basis at the rates provided on the attached 2024-25 Billing Rates schedule.

Jeremy Williams, P.E.

January 15, 2024

Page 4 of 4

Infinity Corrosion Group, Inc. appreciates this opportunity to submit our scope of work for corrosion Engineering Services. Please call if you have any questions or need further assistance.

Sincerely,

Infinity Corrosion Group, Inc.,

A handwritten signature in blue ink, reading "Erik S. Llewellyn". The signature is written in a cursive style with a large initial "E".

Erik S. Llewellyn, P. E.

Vice President / Principal Corrosion Engineer

Attachments: 2024-25 Labor and Expense Rates
Construction Services Fee Estimate Breakdown

2024-25 Labor and Expenses Billing Rates

Services will be billed on a time and expense per the terms of the Agreement. Labor will be charged at the specified hourly rates. **Overtime charges will not be applied to Labor Rates.**

Labor Rates:

<u>Classification</u>	<u>Hourly Rate</u>
Principal Corrosion Engineer (Professional Engineer, AMPP Specialist Certification, AMPP CIP3, and 20 or more years' experience)	\$175.00
Senior Corrosion Engineer (Professional Engineer, AMPP CP3 Certification or higher, and 5 or more years' experience)	\$155.00
Corrosion Engineer 3 (BS Engineering and EIT with AMPP CP2 Certification or higher)	\$135.00
Corrosion Engineer 2 (BS Engineering and EIT with AMPP CP1 Certification or higher)	\$120.00
Corrosion Engineer 1 (0 to 3 years' experience, BS Engineering/Science)	\$110.00
Senior Corrosion Technician (10+ years' experience with AMPP CP2 Certification or higher)	\$140.00
Corrosion Technician 3 (5 to 10 years' experience or AMPP CP2 Certification or higher)	\$130.00
Corrosion Technician 2 (3 to 5 years' experience or AMPP CP1 Certification or higher)	\$120.00
Corrosion Technician 1 (0 to 3 years' experience)	\$100.00
Office / Clerical (Administrative)	\$90.00

Equipment Rates:

<u>Item</u>	<u>Daily Rate</u>
Radiodetection Pipeline Current Mapper with Generator	\$300.00
Rail-to-Earth Test Equipment	\$250.00
Close Interval Survey Test Equipment (Field Computer, Wire Chainer, and GPS)	\$250.00
Current Requirement Equipment	\$150.00
Grounding Test Equipment	\$150.00
Pipe Locator / Depth of Cover	\$125.00
Datalogger	\$75.00
Rail Insulator Test Equipment	\$100.00
Ultrasonic Thickness Gauge	\$150.00
Generator	\$75.00
Field Services Passenger Vehicle (in addition to IRS mileage reimbursement)	\$100.00
Soil Resistivity Equipment	\$50.00
General CP Test Equipment and Tools*	\$50.00
Current Interrupter	\$50.00
Portable Rectifier	\$50.00
Coating Inspection Equipment**	\$80.00
Close Interval Survey Wire (per mile)	\$40.00

* General CP Test Equipment includes standard corrosion testing equipment; such as voltmeters, insulator tester, wire reels, reference electrodes, and basic tools as necessary to perform most corrosion tests and evaluations.

Direct Expense Rates:

<u>Item</u>	<u>Rate</u>
Automobile Mileage	IRS Rate
Subconsultant and Outside Services	Direct Cost
Travel (Flights, Auto Rental, Tolls, Parking, etc.) and Related Expenses	Direct Cost

ENGINEERING SERVICES FEE ESTIMATE



**Hazen and Sawyer
Corrosion Services during Construction Fee Estimate for MWDSL SLAR-CC Project**

Task Efforts	Name		Rates	Task 1		Task 2		Task 3		TOTAL OF ALL TASKS	
				General Corrosion Services during Construction		Shop Coating Inspection		Energizing and Final Testing of Cathodic Protection Systems		Hours	Cost
				Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Administration / Coordination / Meetings / Submittal Review	Llewellyn, Erik	Principal Engineer	\$175.00	8	\$1,400.00	8	\$1,400.00	2	\$350.00	18	\$3,150.00
	Sharon, Zach	Sr. Corrosion Engineer	\$155.00	8	\$1,240.00	0	\$0.00	0	\$0.00	8	\$1,240.00
	Mott, Jason	Corrosion Engineer 2	\$135.00	8	\$1,080.00	0	\$0.00	0	\$0.00	8	\$1,080.00
	Sumsion, Chris	Corrosion Engineer 2	\$135.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Arnold, Read	Sr. Corrosion Technician	\$140.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Inspection, Field Surveys, and Technical Support	Llewellyn, Erik	Principal Engineer	\$175.00	16	\$2,800.00	24	\$4,200.00	12	\$2,100.00	52	\$9,100.00
	Sharon, Zach	Sr. Corrosion Engineer	\$155.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Mott, Jason	Corrosion Engineer 2	\$135.00	16	\$2,160.00	0	\$0.00	0	\$0.00	16	\$2,160.00
	Sumsion, Chris	Corrosion Engineer 2	\$135.00	16	\$2,160.00	0	\$0.00	40	\$5,400.00	56	\$7,560.00
	Arnold, Read	Sr. Corrosion Technician	\$140.00	80	\$11,200.00	60	\$8,400.00	40	\$5,600.00	180	\$25,200.00
Reporting	Llewellyn, Erik	Principal Engineer	\$175.00	4	\$700.00	8	\$1,400.00	4	\$700.00	16	\$2,800.00
	Sharon, Zach	Sr. Corrosion Engineer	\$155.00	8	\$1,240.00	0	\$0.00	8	\$1,240.00	16	\$2,480.00
	Mott, Jason	Corrosion Engineer 2	\$135.00	8	\$1,080.00	0	\$0.00	16	\$2,160.00	24	\$3,240.00
	Sumsion, Chris	Corrosion Engineer 2	\$135.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	Arnold, Read	Sr. Corrosion Technician	\$140.00	0	\$0.00	8	\$1,120.00	0	\$0.00	8	\$1,120.00
SUBTOTAL LABOR				172	\$25,060.00	108	\$16,520.00	122	\$17,550.00	402	\$59,130.00
Expenses	Units	Unit Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
Auto Mileage	Mile	\$0.80	600	\$480.00	200	\$160.00	400	\$320.00	1200	\$960.00	
Lodging and Meals	Each	\$200.00	0	\$0.00	6	\$1,200.00	0	\$0.00	6	\$1,200.00	
Flight	Each	\$800.00	0	\$0.00	1	\$800.00	0	\$0.00	1	\$800.00	
Other Travel Expenses	Each	\$90.00	0	\$0.00	4	\$360.00	0	\$0.00	4	\$360.00	
Coating Inspection Test Equip.	Each	\$80.00	3	\$240.00	4	\$320.00	0	\$0.00	7	\$560.00	
Field Services Vehicle	Each	\$100.00	12	\$1,200.00	0	\$0.00	3	\$300.00	15	\$1,500.00	
CP Test Equipment	Each	\$50.00	5	\$250.00	0	\$0.00	6	\$300.00	11	\$550.00	
SUBTOTAL EXPENSES				\$2,170.00	\$2,840.00	\$920.00	\$5,930.00				
Total Labor and Expense				\$27,230.00	\$19,360.00	\$18,470.00	\$65,060.00				
Estimated Not to Exceed Fee				\$27,250.00	\$19,500.00	\$18,500.00	\$65,250.00				

QTI Estimate and Rate Sheet

Pipe	Weld Count	Initials Tests		Labor Subtotal	RT		Labor Subtotal	UT		Labor Subtotal
		Daily Rate	Days		Rate	Qty		Rate	Qty	
CC-1	110	\$856.65	5	\$4,283.25	\$650.00	10	\$6,500.00	\$393.30	110	\$43,263.00
SLAR	85	\$883.30	10	\$8,833.0	\$650.00	8	\$5,200.00	\$393.30	85	\$33,430.50
				<u>\$13,116.25</u>			<u>\$11,700.00</u>			<u>\$76,693.50</u>
										\$101,509.75

Budget assumes 5 days supporting Hazen’s RE at the start of each segment that requires butt welds. RT = radiographic testing, UT = ultrasonic testing.




	Ben Romero	Jeremy Williams	Jeremy Borchardt	Mark Suplee	Josh Wagstaff	Maggie Shalvoy	Victor Panez	Tyler Bird	Darren Call	Bethany Lamy	Darren Call	Tony Galterio
Hazen	PIC	Project Manager	Design Manager	Technical Advisor	Project Representative	Resident Engineer	CAD/BIM Lead	Proc/Mech Lead	Proc/Mech CAD	Civil Lead	Civil CAD	Structural Lead
	\$295	\$295	\$275	\$295	\$205	\$165	\$175	\$225	\$155	\$185	\$155	\$265
Task 100: CM Project Management												
110 Project Management and Coordination	32	216	64		40	48						
120 Preconstruction Meeting		4	4		8	8						
TASK 1 - SUBTOTAL	32	220	68	0	48	56	0	0	0	0	0	0
Task 200: Engineering Services During Construction												
210 ESDC's Office Services	40	200	140	40	1024			40		200		16
220 ESDC's Field Services					1024	3584						
230 Record drawings	16	24	40		24	40	24		40	40	40	
240 Operations and Maintenance Manuals	8	24	16		40	40						
250 Warranty Period Services		8			16	40						
TASK 2 - SUBTOTAL	64	256	196	40	2128	3704	24	40	40	240	40	16
TOTAL BASE FEE (TASKS 1-2)	96	476	264	40	2176	3760	24	40	40	240	40	16



Hazen	Sam Ingram	Joe Kasischke	Chris Thunhorst	Kelby Lang	Jason Hoyt	Travis Rose	Brenda Kearl	Hazen			
	Structural Support	Structural CAD	Electrical Lead	Electrical Eng./CAD	I&C Lead	I&C Eng./CAD	Admin	Labor Hours	Labor Cost	ODC's	Subtotal
	\$175	\$175	\$295	\$165	\$215	\$155	\$95				
Task 100: CM Project Management											
110 Project Management and Coordination							40	440	\$110,680	\$ -	\$110,680
120 Preconstruction Meeting							8	32	\$6,000	\$ 250	\$6,250
TASK 1 - SUBTOTAL	0	0	0	0	0	0	48	472	\$ 116,680	\$ 250	\$ 116,930
Task 200: Engineering Services During Constr											
210 ESDC's Office Services	80		20	80	120	40	40	2080	\$450,160	\$ 5,000	\$455,160
220 ESDC's Field Services	40				40		80	4768	\$824,480	\$ 11,600	\$836,080
230 Record drawings	4	24	4	24	8	40	4	396	\$76,660		\$76,660
240 Operations and Maintenance Manuals			4	16	16	24	4	192	\$40,000		\$40,000
250 Warranty Period Services								64	\$12,240		\$12,240
TASK 2 - SUBTOTAL	124	24	28	120	184	104	128	7500	\$ 1,403,540	\$ 16,600	\$ 1,420,140
TOTAL BASE FEE (TASKS 1-2)	124	24	28	120	184	104	176	7972	\$ 1,520,220	\$ 16,850	\$ 1,537,070



	Gerhart Cole	Doug Honegger	IGES	ICG	QTI	GSBS			
	Geotech	Seismic	Materials	Corrosion	Welds	Landscape Consulting	Sub Subtotal	Markup Subtotal	Grand Total
Task 100: CM Project Management									
110 Project Management and Coordination							\$ -	\$ -	\$110,680
120 Preconstruction Meeting							\$ -	\$ -	\$6,250
TASK 1 - SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,930
Task 200: Engineering Services During Constr									
210 ESDC's Office Services	\$26,800	\$10,000					\$ 36,800	\$ 3,680	\$495,640
220 ESDC's Field Services			\$189,600	\$65,250	\$101,510	\$21,400	\$ 377,760	\$ 37,776	\$1,251,616
230 Record drawings							\$ -	\$ -	\$76,660
240 Operations and Maintenance Manuals							\$ -	\$ -	\$40,000
250 Warranty Period Services							\$ -	\$ -	\$12,240
TASK 2 - SUBTOTAL	\$ 26,800	\$ 10,000	\$ 189,600	\$ 65,250	\$ 101,510	\$ 21,400	\$ 414,560	\$ 41,456	\$ 1,876,156
TOTAL BASE FEE (TASKS 1-2)	\$ 26,800	\$ 10,000	\$ 189,600	\$ 65,250	\$ 101,510	\$ 21,400	\$ 414,560	\$ 41,456	\$ 1,993,086

Agenda Item: Consider approval of capital transfer for SLAR-CC

Objective: To provide capital budget for the SLAR-CC and POMWTP CCTV projects.

Background:

Cottonwoods Connection (CC-1 Construction)

The Cottonwoods Connection project consists of three pipelines – Cottonwoods Conduit 1 (CC-1), Salt Lake Aqueduct R (SLAR), and Cottonwoods Conduit 2 (CC-2). Construction bids were opened on February 5, 2024.

Construction of CC-1 is anticipated to begin in May 2024. Although the pipeline will be fully paid for by Salt Lake City, the District, acting as project manager, will be responsible for paying initial costs and seeking reimbursement from the city. Based upon bids received, it is anticipated construction, engineering services during construction, and contingency expenditures for fiscal year 2024 will be \$5M. Of this amount, approximately \$500k is District expense and the remainder will be reimbursed by Salt Lake City. This is a new budget line item.

POMWTP CCTV

The board approved \$116,836.02 to Avtec to install new cameras at the POMWTP for the closed circuit television (CCTV) security system. Upgrades at the LCWTP and remote sites were completed in fiscal year 2023.

While installing cameras, the consultant identified the following items that were not included in the original proposal:

- Three additional cameras were discovered, located in the chemical building dock, in the floc-sed building, and in the sleeve valve vault.
- Staff has requested a larger view for one camera, located in the finish water pump building.
- Five cameras installed by staff require licensing for the security system.

These additional tasks cost \$16,870.35, which exceed the fiscal year budget of \$130,000. Staff requests an increase in this line item of \$5,000.

Committee Activity: The Engineering Committee discussed this item on February 14, 2024.

Recommendation: The Engineering Committee forwards a positive recommendation to the board for a capital transfer of \$5M for the Cottonwoods Connection project and \$5,000 to complete the POMWTP CCTV project. The transfer will be funded from a combination of capital reserves and unused capital budgets.

Capital Budget Transfer
Metropolitan Water District of Salt Lake & Sandy
Last Updated: February 9, 2024

	FY24 Original	Prior Transfers		Spent/ Encumbered as	Amount Remaining as of	02/26/2024 Proposed	Proposed
	Budget	In/(Out)	Revised Budget	of 02/01/2024	02/01/2024	Transfer In/(Out)	Revised Budget
NON-CAPACITY IMPROVEMENT PROJECTS							
SLAR-CC Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000.00	\$ 5,000,000.00
SLAR-CC Easement Procurement	\$ 400,000.00	\$ 2,600,000.00	\$ 3,000,000.00	\$ 179,270.00	\$ 2,820,730.00	\$ -	\$ 3,000,000.00
SCS Hardware and Software Replacement	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 98,406.71	\$ 1,593.29	\$ -	\$ 100,000.00
LCC Replacement and Intake Modifications	\$ 200,000.00	\$ -	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00
POMWTP PC/S Hardware Replacement	\$ 250,000.00	\$ -	\$ 250,000.00	\$ 207,888.80	\$ 42,111.20	\$ -	\$ 250,000.00
Fleet Replacement Program	\$ 200,000.00	\$ -	\$ 200,000.00	\$ 176,855.33	\$ 23,144.67	\$ -	\$ 200,000.00
Little Dell Dam Improvements	\$ 400,000.00	\$ -	\$ 400,000.00	\$ -	\$ 400,000.00	\$ -	\$ 400,000.00
Repair and Replace	\$ 850,873.00	\$ -	\$ 850,873.00	\$ 624,421.36	\$ 226,451.64	\$ (120,373.00)	\$ 730,500.00
Non-Capacity Improvement Projects Total	\$ 2,400,873.00	\$ 2,600,000.00	\$ 5,000,873.00	\$ 1,486,842.20	\$ 3,514,030.80	\$ 4,879,627.00	\$ 9,880,500.00
CAPACITY IMPROVEMENT PROJECTS							
Managed Aquifer Recharge Design and Construction	\$ 7,272,721.00	\$ 500,000.00	\$ 7,772,721.00	\$ 3,753,763.95	\$ 4,018,957.05	\$ -	\$ 7,772,721.00
Capacity Improvement Projects Total	\$ 7,272,721.00	\$ 500,000.00	\$ 7,772,721.00	\$ 3,753,763.95	\$ 4,018,957.05	\$ -	\$ 7,772,721.00
OTHER CAPITAL IMPROVEMENT PROJECTS							
Jordan Aqueduct System and 150th South Pipeline	\$ 2,974,643.00	\$ -	\$ 2,974,643.00	\$ -	\$ 2,974,643.00	\$ -	\$ 2,974,643.00
Central Utah Project (CUP) Capital	\$ 3,815,423.00	\$ -	\$ 3,815,423.00	\$ -	\$ 3,815,423.00	\$ -	\$ 3,815,423.00
Other Capital Improvement Projects Total	\$ 6,790,066.00	\$ -	\$ 6,790,066.00	\$ -	\$ 6,790,066.00	\$ -	\$ 6,790,066.00
Grand Total	\$ 16,463,660.00	\$ 3,100,000.00	\$ 19,563,660.00	\$ 5,240,606.15	\$ 14,323,053.85	\$ 4,879,627.00	\$ 24,443,287.00

Notes:

Capital Budget Transfer
Metropolitan Water District of Salt Lake & Sandy
Last Updated: February 5, 2024

	FY24 Original	Prior Transfers		Spent/ Encumbered as	Amount Remaining as	02/26/2024 Proposed Transfer	Proposed Revised Budget
REPAIR AND REPLACE	<u>Budget</u>	<u>In/(Out)</u>	<u>Revised Budget</u>	<u>of 02/01/2024</u>	<u>of 02/01/2024</u>	<u>In/(Out)</u>	<u>Revised Budget</u>
LCWTP Ozone Control Valve Replacement	\$ 12,000.00	\$ -	\$ 12,000.00	\$ 11,651.28	\$ 348.72	\$ -	\$ 12,000.00
LCWTP Update Fuel Tank and Dispenser Monitoring Hardware	\$ 65,000.00	\$ -	\$ 65,000.00	\$ -	\$ 65,000.00	\$ (65,000.00)	\$ -
LCWTP Flash Mix Replacement	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 44,796.00	\$ 5,204.00	\$ -	\$ 50,000.00
POMFWP RVSS Replacement	\$ 110,000.00	\$ -	\$ 110,000.00	\$ 89,395.16	\$ 20,604.84	\$ (20,000.00)	\$ 90,000.00
CCTV Hardware Replacement	\$ 130,000.00	\$ -	\$ 130,000.00	\$ 117,614.02	\$ 12,385.98	\$ 5,000.00	\$ 135,000.00
UPS Replacement	\$ 60,000.00	\$ -	\$ 60,000.00	\$ 39,076.06	\$ 20,923.94	\$ (20,000.00)	\$ 40,000.00
Lab Equipment Replacement	\$ 283,500.00	\$ -	\$ 283,500.00	\$ 268,478.05	\$ 15,021.95	\$ -	\$ 283,500.00
Annual Network Server Replacement	\$ 70,000.00	\$ -	\$ 70,000.00	\$ 14,747.44	\$ 55,252.56	\$ -	\$ 70,000.00
Other Miscellaneous Repairs and Replacements	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 21,793.00	\$ 28,207.00	\$ -	\$ 50,000.00
FY2023 Carryover - Caustic Recirculation Pump	\$ 20,373.00	\$ -	\$ 20,373.00	\$ -	\$ 20,373.00	\$ (20,373.00)	\$ -
Repair and Replace Total	\$ 850,873.00	\$ -	\$ 850,873.00	\$ 607,551.01	\$ 243,321.99	\$ (120,373.00)	\$ 730,500.00

Metropolitan Water District of Salt Lake & Sandy
FY2024 CAPITAL PROJECTS REPORT
February 2024

Last updated: February 14, 2024

Routine Non-Capacity Improvement Projects

SCS Hardware and Software Replacement Project (LC067)

Purpose: Replace and update security control system hardware at LCWTP and POMWTP.

Update: The contractor continues to work on punch list items and has drastically reduced the number of nuisance alarms. Work progresses weekly.

District Project Manager:	Darin Klemin	
Design Engineer / Contractor:	Avtec	
Final Completion Date:	June 30, 2024	
Project Budget:	\$600,000.00	
Contract Amount:	\$584,126.40	
Change Orders / Percent:	-\$10,369.83 / -1.8%	
	FY23	FY24
FY Budget:	\$600,000.00	\$100,000.00
Spent to Date:	\$409,529.29	\$0.00
District Purchases:	\$4,813.50	\$0.00
Expenses to Date / Percent Spent:	\$414,342.79 / 72.2%	

LCC Replacement and Intake Modifications

Purpose: Replace the raw water Little Cottonwood Conduit and modify the lower intake structure. This is a multi-year project (through FY2026).

Update: Geotechnical exploration is in progress. We are coordinating with property owners. The consultant is reviewing risk and cost associated with a variety of alignments.

District Project Manager:	Gardner Olson
Design Engineer:	Bowen Collins & Assoc.
Preliminary Design Completion Date:	June 30, 2024
FY2024 Budget:	\$200,000.00
FY2024 Contract Amount:	\$200,000.00
Change Orders / Percent:	\$0.00 / 0.0%
Spent to Date:	\$91,721.68
District Purchases:	\$0.00
FY2024 Expenses to Date / Percent Spent:	\$91,721.68 / 45.9%

POMWTP PC/S Hardware Replacement Project

Purpose: Replace and update Process Control / SCADA system hardware at POMWTP.

Update: Equipment is being installed. This is the second year of a two-year project.

District Project Manager:	Gardner Olson	
Design Engineer / Contractor:	SKM	
Final Completion Date:	June 30, 2024	
	FY23	FY24
FY Budget:	\$200,000.00	\$250,000.00
Contract Amount:	\$182,358.73	\$207,888.80
Change Orders / Percent:	\$0.00 / 0.0%	\$0.00 / 0.0%
Spent to Date:	\$156,665.00	\$146,745.28
District Purchases:	\$0.00	\$0.00
Expenses to Date / Percent Spent:	\$303,410.28 / 67.4%	

Fleet Program Replacement:

Purpose: Purchase two trucks and two SUVs.

Update: Two trucks were received in August 2023. A utility van was received in November 2023. An SUV was received in December 2023. Procurement is complete for fiscal year 2024.

District Project Manager:	Michael Carter
Project Budget:	\$200,000.00
Project Spent to date:	\$176,855.33 / 88.4%

Little Dell Dam Improvements:

Purpose: Salt Lake City plans to replace a control panel in FY24.

Update: Design is underway with anticipated bid advertisement in 2024.

District Project Manager:	Bernard Mo, SLCDPU
Project Budget:	\$400,000.00
Project Spent to date:	\$0.00 / 0.0%

Repair and Replace

LCWTP Ozone Control Valve Replacement

Purpose: Control valves on the LCWTP ozone system were inspected in 2021. The valves are wearing from use, with five of the eleven valves identified for replacement over the next four years, beginning with ozone destruct.

Update: The control valve is on order.

District Project Manager:	Gardner Olson
Project Budget:	\$12,000.00
Project Spent to date:	\$0.00 / 0.0%

LCWTP Update Fuel Tank and Dispenser Monitoring Hardware

Purpose: The District's fuel tank and dispenser monitoring hardware was installed in 2011. The equipment is at the end of its life and the software is no longer supported. This project will replace both with a more current, reliable, and supported system.

Update: Plans for this project are on hold.

District Project Manager:	Michael Carter
Contractor:	TBD
Final Completion Date:	June 30, 2024
Project Budget:	\$65,000.00
Contract Amount:	TBD
Project Spent to date:	\$0.00 / 0.0%

LCWTP Flash Mix Replacement

Purpose: The LCWTP flash mixers introduce and mix chemical into water upstream of flocculation. One flash mix gear box was replaced in FY23. The second will be replaced in FY24.

Update: The equipment is on order.

District Project Manager:	Andy Reidling
Project Budget:	\$50,000.00
Project Spent to date:	\$0.00 / 0.0%

POMFWP RVSS Replacement

Purpose: The Point of the Mountain Finished Water Pump Station has five pumps - two pumps are operated with variable frequency drives (VFD) and three with reduced-voltage soft starts (RVSS). The equipment has reached the end of its design life and is experiencing increased maintenance and operation issues. One RVSS was replaced in FY22 and the two VFDs were replaced in FY23. An RVSS is being replaced in FY24. Staff plans to replace the final RVSS in FY25.

Update: Project complete.

District Project Manager:	Scot Collier
Contractor:	EMC
Final Completion Date:	June 30, 2024
Project Budget:	\$110,000.00
Contract Amount:	\$87,285.16
Spent to Date:	\$87,285.16
Other Costs:	\$1,085.55
Project Spent to date:	\$88,370.71 / 80.3%

CCTV Hardware Replacement

Purpose: The District's closed circuit television (CCTV) security system is 20 years old at LCWTP and 14 years old at POMWTP. The equipment has exceeded its expected life and is no longer supported by the manufacturer. The remaining two years of this project will split camera replacement at POMWTP.

Update: Installation is underway. A change order for additional cameras is pending capital transfer.

District Project Manager:	Brian Pehrson
Contractor:	Avtec
Final Completion Date:	June 30, 2024
Budget:	\$130,000.00
Contract Amount:	\$116,836.02
Change Orders / Percent:	\$0.00 / 0/0%
Spent to Date:	\$0.00
District Purchases:	\$778.00
Project Spent to Date:	\$778.00 / 0.6%

UPS Replacement

Purpose: Two UPS systems at the LCWTP are scheduled for replacement.

Update: The UPS systems were received in December 2023.

District Project Manager:	Scot Collier
Project Budget:	\$60,000.00
Project Spent to date / Percent Spent:	\$37,891.06 / 63.2%

Lab Equipment Replacement

Purpose: The lab department requires replacement of an organics laboratory dishwasher, auto titrator, microscope, and inductively coupled plasma mass spectrometry (ICP/MS) instrument. The purge and trap and autosampler installed in FY23 experienced issues, were returned, and will be replaced.

Update: The ICP/MS, microscope, purge and trap and autosampler, and autotitrator are installed. Staff is obtaining quotes for an organics laboratory dishwasher.

District Project Manager:	Jeff Matheson
Project Budget:	\$283,500.00
Project Spent to date / Percent Spent:	\$264,523.05 / 93.3%

Annual Network Server Replacement

Purpose: The District operates servers on multiple networks. These servers have a life expectancy of seven years. New servers host the most critical services for the first three to five years of the lifecycle and then are moved to a less critical role for the remainder of the life cycle.

Update: A PCS server is on order. Staff are reviewing additional servers and obtaining quotes.

District Project Manager:	Darin Klemin
Project Budget:	\$70,000.00
Project Spent to date / Percent Spent:	\$0.00 / 0.0%

FY23 Carryover – Caustic Recirculation Pump: The pump was received in FY23. No further activity is anticipated for this line item.

District Project Manager:	Steve Slack
Project Budget:	\$20,373.00
Project Spent to date / Percent Spent:	\$0.00 / 0.0%

Miscellaneous: Two chlorinators were received and installed to replace failing units at the LCWTP at a cost of \$21,793 (awaiting invoice).

District Project Manager:	Ammon Allen
Project Budget ¹ :	\$50,000.00
Project Spent / Percent Spent:	\$0.00 / 0.0%

Non-Routine O&M (Selected Projects)

LCWTP Arc Flash Coordination

Purpose: LCWTP Arc Flash Coordination: The National Fire Protection Association (NFPA) Standard for Electrical Safety in the Workplace mandates reviewing the arc flash study of a facility a maximum of every five years. Recent changes at the LCWTP make this effort timely.

Update: Data collection, labels, and the final report are complete. One-line diagrams will be finished in February 2024.

District Project Manager:	Gardner Olson
Contractor:	Powmation
Final Completion Date:	June 30, 2024
Project Budget:	\$200,000.00
Contract Amount:	\$149,700.00
Project Spent to date:	\$54,800.00 / 27.4%

Financial Strategist

Purpose: Application assistance for WIFIA funding for MWDSLS long term Capital Finance program.

Update: A consultant helped the District prepare a BRIC application for the SLAR Reaches 2 and 3 study (to determine alignment).

District Project Manager:	Annalee Munsey
Contractor:	AE2S
Final Completion Date:	June 30, 2024
Project Budget:	\$100,000.00
Contract Amount:	\$20,000.00
Project Spent to date:	\$19,424.50 / 19.4%

IT Master Plan

Purpose: The Information Technology department has many project needs. A master plan will be developed to prioritize and define these projects.

Update: Assessment of the District's server rooms / data centers is anticipated to be complete in January 2024. An assessment of the HMI system will follow in February 2024.

District Project Manager:	Ryan Nicholes
Contractor:	Hazen and Sawyer
Final Completion Date:	June 30, 2024
Project Budget:	\$150,000.00
Contract Amount:	\$149,905.00
Project Spent to date:	\$49,356.76 / 32.9%

Capacity Improvement Projects

Managed Aquifer Recharge Pilot Testing and Phase 1 (LC063)

Purpose: The District will construct two infiltration basins and an injection well at the LCWTP. These facilities will recharge an estimate 29 acre-feet of water into the aquifer per day. The water can then be extracted through any number of customer-owned wells down-gradient and within the same aquifer.

Update: Construction of the ASR Well was completed on September 13, 2023. Well development was completed in January 2024. Injection testing will occur in February 2024.

The surface infiltration basins are fully excavated and drain holes drilled. Site grading is complete and the contractor has been off-site since December 21, 2023. The contractor is ordering electrical equipment; provided the equipment arrives as expected, the team expects the project to be substantially complete by May 31, 2024.

Work on the ASR Well has been difficult, as reported over the project. Mobilization delays in early 2023, followed by a reamer break in July requiring the well be abandoned and restarted, pushed the ASR Well's substantial completion date from April 30, 2023 to January 31, 2024. Additionally, soil formations through the completed well profile does not appear to support the estimated injection rate of 1,500 gpm; injection testing in February will provide additional information. Injection testing is scheduled to occur in mid-to-late February. Staff is preparing to discuss this item further with the Engineering Committee on March 13, 2024.



January 22, 2024: Overall site progress.

Design			
District Project Manager:	Ammon Allen		
Design Engineer:	Hansen, Allen and Luce		
Final Completion Date:	December 31, 2024		
Implementation Plan Spent (FY21):	\$78,487.55		
Engineering Design Contract Amount:	\$961,937.15		
Fiscal Year:	2022	2023	2024
Spent to date:	\$78,431.03	\$420,598.75	\$162,826.95
Engineering Design Spent to date:	\$661,856.73 / 68.8%		

Wells Construction		
Contractor:	Hydro Resources	
Final Completion Date:	October 31, 2023	
Contract Amount:	\$3,674,441.00	
Change Orders / Percent:	-\$19,782.00 / -0.5%	
	2023	2024
Wells Spent to date	\$2,504,420.15	\$0.00
Total Spent to date:	\$2,504,420.15 / 68.5%	

SIB and Infrastructure Construction	
Contractor:	COP Construction
Final Completion Date:	February 16, 2024
Contract Amount:	\$5,550,687.00
Change Orders / Percent:	\$0.00 / 0.0%
SIB and Infrastructure Spent to date:	\$3,590,937.00 / 64.7%

Other Project Costs	
Contractor:	SKM
Final Completion Date:	March 30, 2024
Budget:	\$94,500.00
Contract Amount:	\$39,890.00
Change Orders / Percent:	\$0.00 / 0.0%
SKM Spent to date:	\$487.50 / 1.3%
District Purchases	\$1,204.00
Total Other Costs Spent to date:	\$1,691.50 / 1.8%

Total Project Budget:	\$10,821,309.10
ARPA Grant:	\$3,000,000.00
ASR Reserve (as of June 30, 2022):	\$4,115,104.90
Non-ASR Reserve:	\$3,706,204.20
Total Project Spent to date:	\$6,837,392.93 / 63.2%

Other Capital Improvement Projects

Salt Lake Aqueduct Replacement - Cottonwoods Conduit (SLAR-CC):

Purpose: The Big Cottonwood Water Treatment Plant (BCWTP) is in need of replacement. The SLAR-CC is a pipeline that connects the BCWTP and the Little Cottonwood Water Treatment Plant (LCWTP) to bring raw water from Big Cottonwood Creek to the LCWTP for treatment. Without this infrastructure, the District will incur an additional demand of up to 24,000 ac-ft annually during the BCWTP replacement.

Update:

Design: Design is complete.

Construction: The bid package was advertised on January 4, 2024 and closed February 5, 2024. An award recommendation will be presented at the February 26, 2024 board meeting.

Easement Acquisition: There are 61 permanent easements (56 residential, 5 non-residential) being acquired. We have received 48 appraisals to date. Of those, 48 were extended offers. All offers are actively being negotiated for the new SLAR easement. 16 Offers have been accepted. 12 easements have been acquired to date.

Five additional temporary easements on non-residential properties are also being pursued to provide staging and logistical areas used during construction. The location, size, and timing of the temporary easements have been defined. Legal descriptions and exhibits have been created. Appraisals have been ordered.

Funding: Staff is also working with our financial strategist to procure project funding. The Utah Division of Water Resources authorized a \$22M loan to the District on December 6, 2023 (in the form of a bond). It is anticipated the remaining funds will be obtained through market bonds.

Design			
District Project Manager:	Kelly Stevens		
Design Engineer:	Hazen and Sawyer		
Final Completion Date:	30-Jun-24		
Original Contract Amount:	\$ 2,355,137.00		
Contract Amendments:	\$ 1,321,445.00		
Total Contract Amount:	\$ 3,676,582.00		
Fiscal Year:	2022	2023	2024
Spent to Date:	\$ 36,856.25	\$ 1,999,946.56	\$ 1,160,873.13
Engineering Spent to Date:		\$ 3,197,675.94 / 87.0%	

Public Engagement			
District Project Manager:	Kelly Stevens		
Design Engineer:	Wall Consulting Group		
Final Completion Date:	30-Jun-24		
Original Contract Amount:	\$ 108,388.75		
Contract Amendments:	\$ -		
Total Contract Amount:	\$ 108,388.75		
Fiscal Year:	2022	2023	2024
Spent to Date:	\$ 4,455.46	\$ 32,879.88	\$ 31,110.84
Engagement Spent to Date:	\$ 68,446.18 / 63.1%		

**Jordan Valley Water Conservancy District (JVWCD)
Jordan Aqueduct System and 150th South Pipeline – Capital Projects**

The District is responsible for 2/7 of Jordan Aqueduct (JA) system improvements which include JA Reaches 1 – 4, Jordan Valley Water Treatment Plant (JVWTP), and the JA Terminal Reservoir. The District is responsible for one half of improvements associated with the 150th South pipeline. Projects identified for FY2024 include:

Major Rehabilitation or Replacement of Existing Facilities

- JA Normal, Extraordinary Maintenance and Replacement \$ 142,857
- 150th South Pipe Normal Maintenance and Replacement \$ 62,500
- JA TR Basins 3, 4 Roof Deck Joint Sealant Replacement \$ 142,857
- JVWTP Normal, Extraordinary Maintenance and Replacement \$ 342,857
- JVWTP Floc/Sed Basins 3-6 Mechanical Equipment Replacement \$ 385,714
- JVWTP Floc/Sed Basins 1-2 Mechanical Equipment Replacement \$ 285,714

New Non-Capacity Facilities (Compliance/Functional Upgrade)

- JVWTP Filter and Chemical Feed Upgrades \$ 885,714
- JVWTP Floc/Sed 1-2 Seismic Upgrade \$ 662,143
- Jordan Aqueduct Seismic Resiliency \$ 14,286

JVWTP Project Management Expenses \$ 50,000

Total Request FY2024: \$2,974,643

This report is taken from JVWCD’s February 2024 board packet and covers December 14, 2023 to January 11, 2024.

JVWCD met with the Division of Drinking Water regarding the JVWTP Filter and Chemical Feed Upgrades and expansion projects. Locations for the new chlorine and caustic buildings have been finalized along 3200 West Street. Internal building floor plans are being solidified.

The consultant delivered 90% drawings for the Sedimentation Basins 1-2 Seismic and Capacity Upgrades project. These drawings include process, structural, and electrical designs for the building and new sludge pump station. JVWCD is reapplying for a BRIC grant.