

**NOTICE OF
REQUEST FOR QUALIFICATIONS
LITTLE COTTONWOOD WATER TREATMENT PLANT
REBUILD PROJECT
(DISTRICT PROJECT No. LC070)**

LAST UPDATE: JANUARY 7, 2025

The Metropolitan Water District of Salt Lake & Sandy (District) invites the submittal of Statements of Qualifications (SOQs) from qualified professionals (Consultant) interested in the early design, design, bid, and engineering services during construction for the Little Cottonwood Water Treatment Plant (LCWTP) Rebuild Project.

This Request for Qualifications (RFQ) is posted on the District’s website and the Utah Public Procurement Place (U3P).

BACKGROUND

The LCWTP is located at the mouth of Little Cottonwood Canyon. The plant is capable of treating 150 million gallons of water per day. Since 1960, the LCWTP has safely delivered clean drinking water to residents in the Salt Lake Valley Today, treated water from the LCWTP reaches an estimated 450,000 people daily.

To accommodate changing water quality regulations, increased water demand, and aging infrastructure, the LCWTP has undergone various improvements over the years including filter rehabilitation (early 1990s), waste wash water improvements (mid-1990s), electrical upgrades (late 1990s), new chemical storage and feed systems (early 2000s), and upgrades to the inlet and outlet works (mid-2000s). While many areas of the plant have been improved over time, the flocculation and sedimentation basins (including much of the mechanical equipment), filtration complex, and ancillary support buildings are original.

PROJECT DEFINITION

The LCWTP Rebuild Project includes the assessment, planning, prioritization, design, and/or construction of processes, complexes, and systems, including, but not limited to, pretreatment, chemical feed, flocculation, sedimentation, filtration, distribution, laboratory, chemical building, instrumentation, electrical, and SCADA at the LCWTP.

PROJECT OBJECTIVES

The LCWTP Rebuild Project includes three primary project objectives.

1. Reconstruct the LCWTP to maintain service during and following a hazard event;
2. Upgrade the performance of chemical feed, flocculation, sedimentation, and filtration processes; and
3. Improve electrical and process control systems.

Additional objectives may be identified in the assessment phase.

PROJECT FUNDING

Project funding will initially come from the District's operating budget. Throughout design of the project, the District will aggressively pursue alternative funding mechanisms such as grants and low-interest loans. The Consultant should be aware of the possibility of Federal construction requirements tied to these funding sources.

ANTICIPATED SCOPE OF WORK

The Project is anticipated to be divided into six phases. The Agreement will generally contemplate all six phases. Detailed scopes of work and fees for each phase of work will be developed and authorized by task order.

The anticipated phases are described below. One or more of these will be awarded through this contract.

SCOPE OF SERVICES

Phase 1 – Basis of Design

- Collect and review reports, studies, and all related and relevant information that will aid the Consultant and District in determining the LCWTP Rebuild project scope and inform the basis of design.
- Develop level of service objectives for each part of the treatment process, including:
 - Water delivery during and post-construction,
 - Water quality during and post-construction,
 - Hazard resiliency (including seismic), and
 - Safety.
- Perform condition assessment of all facilities and equipment within the LCWTP complex.
- Conduct water treatment plant tours, with up to 4 key District staff, to at least 3 water treatment plant rebuild projects (ongoing or completed) in at least two major western U.S. cities.
- Document deficiencies of facilities and equipment in technical memorandums and develop recommendations to refurbish, rehabilitate, or rebuild each. A separate memorandum shall be completed for, at a minimum, the following processes and facilities:
 - Pretreatment (ozone, ozone destruct, flash mix, flow split),
 - Flocculation,
 - Sedimentation,
 - Filtration,
 - Chemical feed systems,
 - Electrical system,
 - SCADA system,
 - IT/OT Networking system,
 - Site piping,
 - Laboratory building,

- Chlorine building,
- Old chemical building,
- New chemical building,
- Waste wash water facilities,
- Maintenance building, and
- Fuel facilities.
- Assist the District in prioritizing packages and components.
 - Due to financial limitations, it is anticipated not all projects will be constructed. This RFQ assumes the LCWTP Rebuild will include, at a minimum, the flocculation and sedimentation basins and filter complex. Those projects selected to be completed as part of the LCWTP Rebuild Project will move into design.
 - The Consultant will develop basic project definitions and high-level cost estimates and recommend timing for all projects that are not selected for the LCWTP Rebuild Project.
- Perform alternatives development, analysis, and evaluation for selected projects, including cost-benefit analysis.
- Develop and recommend process train selection. Consider, at a minimum,
 - Control strategies for Disinfection By-Products (DBP),
 - Removal of Total Organic Carbon (TOC),
 - Filter media performance, and
 - Piloting needs.
- Develop and establish a preliminary risk matrix.
- Develop project engineering guidelines.
- Review and update, as necessary, the District Seismic Design Guideline.
- Provide a project delivery analysis and recommendation.
- Provide support to District’s funding consultant.
- Conduct preliminary meetings with the Division of Drinking Water.
- Present findings to District management, board, and stakeholders.

Conduct workshops with the project team as necessary in order to complete all tasks described above.

Deliverables: By the end of Phase 1, the Consultant will have provided the District with:

- Technical memorandums,
- Project engineering guidelines,
- A final Basis of Design document describing the proposed path forward for Phase 2. This memo will include a proposed schedule, project organization chart (identifying team members by name and position), and
- Draft scope and fee proposal for Phase 2.

Should the District choose to move forward with the Consultant for Phase 2 – Preliminary Design, the District and the Consultant will work as a team to finalize the schedule, design team, scope and fee to amend the Agreement to include Phase 2 services. The District reserves the right to end the agreement after completion of Phase 1.

Phase 2 – Preliminary Design

The exact scope of Phase 2 will vary based on the outcome of Phase 1. Portions of Phase 2 may begin through individual task orders during Phase 1. Phase 2 is anticipated to include the following general tasks:

- Participate in the selection and contracts of third-party consultants and contractors, as needed (fees associated with these efforts will be addressed through a separate scope and fee).
- If the decision is made to use CMGC, the Consultant will aid and oversee the procurement of the Construction Manager General Contractor (CMGC).
- Develop design criteria, conceptual site plan, process flow diagrams, and hydraulic models.
- Finalize and select the preferred treatment process, structural and seismic improvements, and chemical feed systems.
- Geotechnical evaluation and reports.
- Surveying.
- Architectural planning.
- Permitting.
- Public engagement support (it is the District’s intent to procure a public engagement firm through a separate contract for this project).
- Oversee constructability review.
- Interagency coordination (e.g., Metropolitan Water District of Salt Lake & Sandy, UDOT, Enbridge, Rocky Mountain Power, Cottonwood Heights City, Salt County Flood Control, Division of Drinking Water).
- Develop early Maintenance of Plant Operations (MOPO) documents.
- Conduct a Value Engineering (VE) effort to establish best practice focus and insights for the remaining design efforts. The Value Engineering effort should include:
 - Functional analysis to define design elements and associated target design criteria;
 - Engagement of additional thought leader/expert resources, including other design consultants, industry experts, and construction contractors; and
 - Evaluation of alternative delivery means and methods.
- Include Value Engineering (VE) recommendations within the preliminary design framework.
- Write the Preliminary Design Report (PDR). The PDR will include, at a minimum, a summary of regulatory and code requirements, a process flow diagram, general plans and layouts, illustrations, specifications, calculations, reports, and research documents.
- The Consultant shall include a preliminary cost estimate based on the PDR recommendations, including uncertainty intervals appropriate for an AACE International Class 4 estimate.
- Revisit the project scope based on the Class 4 estimate for compliance with District budgets.

Deliverables: At the completion of Phase 2, the Consultant will have provided the following:

- Preliminary design documents developed in Phase 2,
- A memo describing the proposed path forward for Phases 3 through 6. This memo will

include an updated proposed schedule, project organization chart (identifying team members by name and position), and

- Draft scope and fee proposal for Phase 3.

Should the District choose to move forward with the Consultant for Phases 3 through 6, the District and the Consultant will work as a team to finalize the schedule, design team, scope, and fee to amend the Agreement to include Phase 3 through 6 services. The District reserves the right to end the agreement after completion of Phase 2.

Phase 3 – Detailed Design

The exact scope of Phase 3 will vary based on the outcome of Phase 2. Some early works or prepurchase packages for Phase 3 may occur during Phase 2 through separate task orders. Phase 3 is anticipated to include the following general tasks:

- Provide project management and coordination services necessary during the completion of the final design.
- Provide construction documents consistent with the recommendations specifically addressed in the final PDR. Consultant shall prepare and submit 60, 90, and 100 percent project construction documents for District review. Consultant shall submit specifications at the 60 and 100 percent levels. Any comments received by the Consultant will be incorporated into the final design product.
- Update cost estimates for the project at the 60, 90, and 100 percent stages of design, including defining uncertainty limits appropriate for an AACE International Class 3, 2, and 1 estimate, respectively.
- Consultant shall prepare final ready-to-print design, bidding, and construction documents for the project in PDF format.
- If the District decides to use the CMGC delivery method, Consultant will work with CMGC to develop the construction documents in preparation for permitting agencies and review the CMGC's guaranteed maximum price (GMP).
- The Consultant will prepare documents and provide support and engineering services for equipment preselection, pre-purchase, and early works packages.
- Revisit the project construction scope based on the GMP for compliance with District budgets.

Phase 4 – Bidding Services

The exact scope of Phase 4 will vary based on the outcome of Phase 3. Some early works or packages for Phase 4 may occur during Phases 2 and 3 through separate task orders. Phase 4 is anticipated to include the following general tasks:

- Consultant shall have the capabilities and capacities to support, aid, manage, and deliver a traditional design-bid-build or alternative project delivery.
- Consultant shall be able to provide expertise to the District in the negotiation of GMP packages and any and all pre-construction and construction CMGC contracts.
- Under the CMGC delivery method, Phase 4 may occur parallel to Phase 3.

Phase 5 – Construction Services

The exact scope of Phase 5 will vary based on the outcome of prior phases. Phase 5 is anticipated to include the following general tasks:

- Schedule reviews.
- Response to contractor communications.
- Document control and submittals.
- Claims management, including potential change order and change order review.
- Project Representative and Resident Engineer for daily observations, inspections, and documentation.
- Construction coordination and meetings.
- Progress payment reviews.
- Coordination of construction materials testing (through subcontractors).
- Punch lists.
- Substantial and final completion review.
- Record drawings.

Phase 6 – Commissioning and Startup

- Commissioning, equipment start-up and training, and support to District personnel.
- Compile and deliver equipment O&M manuals.
- Integration support.
- Develop an operation manual.
- 11-month walkthrough.

Consultants are encouraged to expand the scope to include optional tasks if deemed necessary for the project's successful completion.

PROJECT SCHEDULE

The District desires to have the project substantially completed, including startup and commissioning, by **December 31, 2032**.

SITE VISIT

Tours of the LCWTP are available by request between **January 7 and February 6**. Please contact Breana Jackson (contact information below) to schedule a time for a tour.

Oral statements may not be relied upon and will not be binding or legally effective. Any questions shall be submitted in writing through the Utah Public Procurement Place (U3P) posting.

ADDITIONAL MATERIAL

The following additional information will be made available by the District to the selected consultant following consultant signature of the Professional Services Agreement and Non-Disclosure Agreement:

- 1960 LCWTP Project as-built drawings.
- 1995 LCWTP Filter Rehab as-built drawings.
- 2000 New Chemical Building Project as-built drawings.
- 2003 LCWTP Expansion Project as-built drawings.
- 2008 LCWTP On-Site Improvements Project as-built drawings.
- 2020 MWDSLS Master Plan Update.
- 2022 LCWTP Hazard Mitigation Plan.
- 2022 LCWTP Site Optimization Study.
- 2022 LCWTP Floc-Sed Condition Assessment.
- 2022 TM 1 LCWTP Pre-PIP Study (Final).
- 2023 Multi-Hazard Mitigation Plan.
- 2023 TM 2 LCWTP Rebuild Optimization Study (Draft).
- 2024 TM 2 LCWTP and BCCr Treatability Study (Draft).

SUBMITTAL REQUIREMENTS

Consultants are advised to adhere to the submittal requirements of this RFQ. Failure to comply with instructions of this RFQ may cause the SOQ to be rejected. Submittal of an SOQ in response to this request constitutes acceptance of all requirements outlined herein.

The SOQ should include the following:

1. Project Manager and Deputy Project Manager(s) Experience and Qualifications.

- Will reside locally for the duration of the project.
- Licensed Utah professional engineer.
- Each core project manager will have design and construction experience for a at least two (2) conventional water treatment plants of similar size and capacity to the LCWTP. Rebuild experience is preferred, particularly with keeping a portion of the facility operating during rebuild.
- Demonstrate project experience managing large multi-disciplinary teams, performing collaborative delivery contracts, continuing operations during construction, and commissioning/starting-up treatment plants.

2. Construction Manager Experience and Qualifications.

- Will reside locally for all applicable phases.
- Licensed professional engineer preferred.
- Have a minimum experience of having worked on three (3) treatment plant projects with construction management responsibilities. Rebuild experience is preferred, particularly with keeping a portion of the facility operating during rebuild.
- Have experience with CMGC project delivery methods.
- Have minimum experience commissioning and starting up three (3) treatment plant projects.

3. Core Project Team Experience and Qualifications. Firm Background.

- The initial core project team shall include the following disciplines: process, structural (seismic), and civil.
 - Do not include the following disciplines in the core project team: geotechnical, survey, mechanical, electrical, and instrumentation and controls. The District and Consultant will select these disciplines as needed during the project.
- Describe the Consultant’s approach to program/project management, including management of change, risk, and crisis management.
- Demonstrate and confirm the core project team’s experience with the design of four (4) conventional water treatment plants of similar size and scope to the LCWTP Rebuild. Rebuild experience is preferred, particularly with keeping a portion of the facility operating during rebuild.
- Provide an organization chart setting forth the positions, functions, and roles to be performed by core project team members. Describe the experience and history of core project team members in the design and construction of projects of similar size and scope. Include a list of relevant past projects.
- Include a brief description of the Consultant, including the number of years in business, company history, primary vision and strategy, number of employees, and office locations.
- Include the name, title, mailing address, email address, and telephone number of the primary contact person for the Consultant. Describe the location of the key program team members’ project office(s).
- Include the name, title, mailing address, email address, and telephone number of the individual with authority to negotiate and contractually bind the company (who will sign the Professional Services Agreement and Non-Disclosure Agreement).
- Demonstrate the Consultant’s financial capacity.

4. Project Approach.

- Consultant approach shall demonstrate creativity, innovation, and understanding.
- Consultant shall share how the project team will approach the project design and coordination with the District, subconsultants, contractors, and stakeholders to ensure a successful project.
- Provide a schedule showing how the Consultant will complete the project design and construction within the timeline described in this RFQ.
- Please maintain the project approach to fewer than 25 pages.

5. Quality. The Consultant’s SOQ shall be easily digestible and demonstrate quality and clarity.

6. References. References are required from at least four customers, companies, or other entities. References shall be provided for at least one project in each of the following criteria:

- Project manager(s)
- Construction manager
- Core project team

A project manager, construction manager, or core project team member's experience with a prior firm may be used as a reference. **Please refer to the Consultant Reference Check Instructions (Attachment A) for all details and requirements.**

7. **Staffing Availability.** Provide the availability and commitment of all core project manager(s) and core team members.
8. **Terms.** A statement indicating the firm will comply with the terms and conditions of District's standard Professional Services Agreement (Attachment B) and Non-Disclosure Agreement (Attachment C), including the listed insurance requirements. Any exceptions to the terms, conditions, or requirements found in the standard Professional Services Agreement must be identified and included with the SOQ. Such exceptions will be considered in the evaluation and award processes. The District shall be the sole determiner of the acceptability of any exception.

Do not include a scope of work and fee schedule as part of the SOQ. Cost is not part of the selection criteria. The Consultant will be asked to provide a scope of work and fee schedule for Phase 1 prior to interviews, as described in Evaluation and Selection Process section below.

The District reserves the right to request clarification of any item in an SOQ or to request additional information necessary to properly evaluate SOQs. All requests for clarification and responses will be via e-mail.

The District reserves the right to waive any RFQ submittal requirements if it is determined to be in their best interest.

The District's request for SOQs does not obligate the District to award any contract or pay any costs incurred in preparing an SOQ, interview, or associated materials.

The District is subject to the Utah Government Records Access and Management Act, Utah Code Ann. § 63G-2-101, et. seq. (GRAMA). If a Consultant claims any portion of their SOQ contains proprietary information, they are responsible to understand and implement any protection provided by GRAMA. The District will not be bound by any instructions, etc. contained in an SOQ, but rather, will only be governed by GRAMA and District GRAMA regulations. All materials become the property of the District and may be returned at the District's option.

Contact with District Employees. Beginning on the date the RFQ is issued and until the date the contract is awarded or the RFQ withdrawn, all persons or entities that respond to the RFQ, including their authorized employees, agents, representatives, proposed partners, subcontractors, joint ventures, members, or any of their lobbyists or attorneys, **will refrain from any direct or indirect contact with District employees associated with this solicitation.** Project-related questions may be submitted in writing, via the U3P, and will be formally answered through U3P either by response to the question or by addenda in accordance with the outlined schedule. Oral statements may not be relied upon and will not be legally binding.



EVALUATION AND SELECTION PROCESS

A selection committee consisting of District representatives will evaluate the SOQs. The recommendation of the selection committee will be presented to the General Manager and Board of Trustees for action.

SOQs will be evaluated based upon the following criteria:

- 1. Project manager(s) qualifications and experience (including references). (30%)
- 2. Construction manager qualifications and experience (including references). (25%)
- 3. Core project team experience and qualifications (including references). (25%)
- 4. Approach. (15%)
- 5. Quality of SOQ. (5%)

The District will be the sole judge as to which SOQs best meet the selection criteria. The District reserves, at its sole discretion, the right to reject any or all responses received, to waive any submission requirements contained within this RFQ, or to waive any irregularities in any submitted response. The District expects to create a final list of the top qualified firms. It is the desire of the District to interview the top qualified firms. The interview process will be described below.

Interviews. The District will notify the top qualified firms to prepare for the interview, at which point the Consultant will be asked to prepare a scope and fee for Phase 1. The scope and fee will be provided to the District in a sealed envelope prior to the interview. The scope and fee in the sealed envelope will not be used as part of the interview evaluation.

Following the interview process, a final ranking of the top qualified firms will be made. The District will enter into negotiations with the selected firm, beginning with the previously submitted scope and fee. Upon successful negotiation, the District expects to execute a contract for Phase 1 of the project in June 2025, pending authorization from its Board of Trustees.

For questions regarding this solicitation or to submit an SOQ, please contact:

Breana Jackson
Metropolitan Water District of Salt Lake and Sandy
bjackson@mwdsls.gov
(801) 942-9620

The District’s offices are located at 3430 East Danish Road in Cottonwood Heights, Utah 84093.

SCHEDULE

A schedule of anticipated key dates for the RFQ process is as follows:

- 1. Advertisement: January 7, 2025
- 2. Deadline for optional tour of LCWTP: February 6
- 3. Deadline for written questions: February 7
- 4. Publish final response to questions: February 11
- 5. Due Date for SOQ: February 19

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| 6. Notice for interview: | Week of March 3 |
| 7. Interviews: | Week of April 7 |
| 8. Complete negotiation with selected firm: | May 14 |
| 9. Anticipated board award of contract: | June 16 |

Complete SOQs should be submitted in PDF via U3P. Questions regarding U3P, references, or other administrative items should be directed to Breana Jackson at bjackson@mwdsls.gov. **The submission deadline is 10:00 a.m. on Wednesday, February 19, 2025.** It is the Consultant's responsibility to assure submission of the SOQ. SOQs received after the 2:00 p.m. deadline will not be considered (special or extenuating circumstances may permit a grace period as deemed reasonable by the District).

ATTACHMENTS

- A. Consultant Reference Check Instructions
- B. Professional Services Agreement
- C. Non-Disclosure Agreement



Attachment A

Consultant Reference Check Instructions, Sample Letter, and Form

Instructions

The attached Consultant Performance Evaluation Form is to be provided to agencies or entities for which your core project team members or firm have recently provided services relevant to those requested for this project. Provide the evaluation form to the Owner, or the Owner's representative directly responsible for oversight of the project, to complete and submit to the email listed below.

The first three references submitted will be accepted and utilized as part of the evaluation process.

The form is to be completed by the agency or entity and emailed to:

olson@mwdsls.gov

The project number is:
LC070 CPE

Attention: Gardner Olson

Also attached is a sample performance evaluation cover letter that may be used when sending the reference check request.



Sample Consultant Performance Evaluation Cover Letter

Sample Cover Letter
Contact Name
Address of Reference

(Consultant) is responding to a Request for Qualifications from the Metropolitan Water District of Salt Lake & Sandy. The District is preparing to rebuild all or most of its 1960's era 150 MGD Little Cottonwood Water Treatment Plant.

The District is requesting reference information related to our past performance. As a part of the response submittal process, the District is requesting performance evaluations from agencies either that our firm has performed services for in the past or is currently receiving services.

I would appreciate your cooperation in completing the attached Consultant Performance Evaluation form and sending, by email, the completed form by end of business **February 18, 2025** to olson@mwdsls.gov. Please include "Reference Number LC070 CPE" in the email subject line.

For questions, please contact Gardner Olson, P.E., Project Manager, at the email above or phone at (801) 942-9667.

Failure to submit the Consultant Performance Evaluation Form by the above date may have a negative impact on the proposal we submit for this service. Your cooperation in submitting this form by this date is appreciated.

If you have any questions regarding this request, please contact (your name) at (your telephone number).

Sincerely,



Instructions for Completing Consultant Performance Evaluation Form

Please evaluate the consultant's contract performance in each of the areas listed below. On the Consultant Performance Evaluation Form, circle the rating from 1 to 4 that most closely matches your evaluation of the consultant's performance. Comments are not required, but appreciated. **Every rating area must be scored.**

Please submit the completed form to the address indicated on the bottom of the Consultant Performance Evaluation Form. Thank you for your time and your cooperation.



Little Cottonwood Water Treatment Plant Rebuild Project 2025
 Consultant Services

LC070 CPE

CONSULTANT PERFORMANCE EVALUATION FOR
 _____ (FIRM NAME)

In the space below, provide the project title, contracted services provided by the firm, and start and completion date of services. This form is to be completed by the Owner, or the Owner’s representative directly responsible for oversight of the project. The project services evaluated must be relevant to the services of this project. Every rating area must be scored.

Project Title:

Contracted Services Provided by Firm:

Start Date:

Completion Date:

Ratings: Summarize the Consultant’s performance and circle the number below that corresponds to the performance rating for each category. Please see the rating scale.

1 = Unsatisfactory; 2 = Poor; 3 = Good; 4 = Excellent

How would you rate the business relationship between the owner and firm? 4 3 2 1		Comments:
How would you rate the business relationship between the contractor and firm? 4 3 2 1		Comments:
Was the firm’s team presented in the proposal the team that worked on the project to completion? 4 3 2 1		Comments:
Was the firm proactive in solving problems that may have occurred on the project? 4 3 2 1		Comments:



Was the contracted scope of services completed on time and within budget?	4 3 2 1	Comments:
How would you rate the quality of the work performed by this firm on your project?	4 3 2 1	Comments:
Did the firm recommend efficiencies or provide creative or innovative ideas?	4 3 2 1	Comments:
Would you be willing to contract with this firm again?	Yes No	Comments:
Other comments:		

Reference Evaluation Provided By:

Name and Title:

Agency/Organization:

Telephone & Email:

Can we contact you if we have further questions? Yes or No

Email completed form by end of business on February 18, 2025 to olson@mwdsls.gov

Phone: (801) 942-9667

Email subject line should include Reference Number LC070 CPE.



Attachment B
Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT LCWTP REBUILD

Last updated: December 16, 2024

This Professional Services Agreement (Agreement) is made and entered into this ___ day of _____, 2025, by and between the Metropolitan Water District of Salt Lake & Sandy (District) and [*Company*], a [*state*] 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 those services required for assessment, design, bidding, construction, commissioning and startup for the LCWTP Rebuild as described in Exhibit A attached, which is incorporated by reference into this Agreement as if restated here.
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. The Core Project Team as identified in Exhibit A shall be dedicated for the duration of the project.

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, Core Project Team members, 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 the phases described in Exhibit A and related additional 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 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 in each Task, 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. 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, 2033.

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:

[Firm]
Attn: *[Contact]*
[Address]
[Address]

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. NONDISCRIMINATION: In completing or causing completion of the PROJECT, RECIPIENT shall comply with the provisions of the Utah Anti-Discrimination Act ("Act") of 1965 (Title 34A, Chapter 5 of the Utah Code) and hereby agrees as follows:

- i. RECIPIENT will not discriminate against any employee or applicant for employment because of race, color, sex, pregnancy, childbirth, pregnancy-related conditions, age, religion, national origin, disability, sexual orientation, or gender identity.
- ii. In all solicitations or advertisements for employees, RECIPIENT will state that all qualified applicants will receive consideration without regard to race, color, sex, pregnancy, childbirth, pregnancy-related conditions, age, religion, national origin, disability, sexual orientation, or gender identity.
- iii. RECIPIENT will furnish such information and reports as requested by the Anti-Discrimination Division for the purpose of determining compliance with the Act.
- iv. RECIPIENT will include the provisions of sub-sections i. through iii. above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor unless exempted by law.

18. 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.

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

20. 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.

21. 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.

22. 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 _____, 2025.

DISTRICT:
Metropolitan Water District of Salt Lake & Sandy

By: _____
Annalee Munsey, General Manager

CONSULTANT:
[Consultant name]

By: _____
[Name, Position]

Exhibit A

Scope of Work

The LCWTP Rebuild Project includes the assessment, planning, prioritization, design, and/or construction of processes, complexes, and systems including, but not limited to, pretreatment, chemical feed, flocculation, sedimentation, filtration, distribution, laboratory, chemical building, instrumentation, electrical, and SCADA at the LCWTP.

The following six phases provide a general outline of the Work. Specific scopes and fees will be generated per task order. Consultant shall provide a rate schedule upon request of the District.

Phase 1 – Basis of Design

- Collect and review reports, studies, and all related and relevant information that will aid the Consultant and District in determining the scope of the LCWTP Rebuild project scope and inform the basis of design.
- Develop level of service objectives for each part of the treatment process, including:
 - Water delivery during and post-construction,
 - Water quality during and post-construction,
 - Hazard resiliency (including seismic), and
 - Safety.
- Perform condition assessment of all facilities and equipment within the LCWTP complex.
- Conduct water treatment plant tours, with up to 4 key District staff, to at least 3 water treatment plant rebuild projects (ongoing or completed) in at least two major western U.S. cities.
- Document in technical memorandums deficiencies of facilities and equipment and develop recommendations to refurbish, rehabilitate, or rebuild each. A separate memorandum shall be completed for, at a minimum, the following processes and facilities
 - Pretreatment (ozone, ozone destruct, flash mix, flow split),
 - Flocculation,
 - Sedimentation,
 - Filtration,
 - Chemical feed systems,
 - Electrical system,
 - SCADA system,
 - IT/OT Networking system,
 - Site piping,
 - Laboratory building,
 - Chlorine building,
 - Old chemical building,
 - New chemical building,
 - Waste wash water facilities,
 - Maintenance building, and
 - Fuel facilities.
- Assist the District in prioritizing packages and components.
 - It is anticipated not all projects will be constructed, due to financial limitations. This RFQ assumes the LCWTP Rebuild will include, at a minimum, the flocculation and sedimentation basins and filter complex. Those projects selected

- to be completed as part of the LCWTP Rebuild Project will move into design.
 - The Consultant will develop basic project definitions and high-level cost estimates and recommend timing for all projects that are not selected for the LCWTP Rebuild Project.
- Perform alternatives development, analysis, and evaluation for selected projects, including cost-benefit analysis.
- Develop and recommend process train selection. Consider, at a minimum,
 - Control strategies for Disinfection By-Products (DBP),
 - Removal of Total Organic Carbon (TOC),
 - Filter media performance, and
 - Piloting needs.
- Develop and establish a preliminary risk matrix.
- Develop project engineering guidelines.
- Review and update, as necessary, the District Seismic Design Guideline.
- Provide a project delivery analysis and recommendation.
- Provide support to District's funding consultant.
- Conduct preliminary meetings with the Division of Drinking Water.
- Present findings to District management, board, and stakeholders.

Conduct workshops with the project team as necessary in order to complete all tasks described above.

Deliverables: By the end of Phase 1, the Consultant will have provided the District with:

- Technical memorandums,
- Project engineering guidelines,
- A final Basis of Design document describing the proposed path forward for Phase 2. This memo will include a proposed schedule, project organization chart (identifying team members by name and position), and
- Draft scope and fee proposal for Phase 2.

Should the District choose to move forward with the Consultant for Phase 2 – Preliminary Design, the District and the Consultant will work as a team to finalize the schedule, design team, scope and fee to amend the Agreement to include Phase 2 services. The District reserves the right to end the agreement after completion of Phase 1.

Phase 2 – Preliminary Design

The exact scope of Phase 2 will vary based on the outcome of Phase 1. Portions of Phase 2 may begin through individual task orders during Phase 1. Phase 2 is anticipated to include the following general tasks:

- Participate in the selection and contracts of third-party consultants and contractors, as needed (fees associated with these efforts will be addressed through a separate scope and fee).
- If the decision is made to use CMGC, consultant will aid and oversee the procurement of Construction Manager General Contractor (CMGC).
- Develop design criteria, conceptual site plan, process flow diagrams, and hydraulic models.

- Finalize and select the preferred treatment process, structural and seismic improvements, and chemical feed systems.
- Geotechnical evaluation and reports.
- Surveying.
- Architectural planning.
- Permitting.
- Public engagement support (it is District's intent to procure a public engagement firm through a separate contract for this project).
- Oversee constructability review.
- Interagency coordination (e.g., Metropolitan Water District of Salt Lake and Sandy, UDOT, Enbridge, Rocky Mountain Power, Cottonwood Heights City, Salt County Flood Control, Division of Drinking Water).
- Develop early Maintenance of Plant Operations (MOPO) documents.
- Conduct a Value Engineering (VE) effort to establish best practice focus and insights for the remaining design efforts. The Value Engineering effort should include:
 - Functional analysis to define design elements and associated target design criteria;
 - Engagement of additional thought leader/expert resources, including other design consultants, industry experts, and construction contractors;
 - Evaluation of alternative delivery means and methods.
- Include Value Engineering recommendations within the preliminary design framework.
- Write the Preliminary Design Report (PDR). The PDR will include, at a minimum, a summary of regulatory and code requirements, process flow diagram, general plans and layouts, illustrations, specifications, calculations, reports, and research documents.
- The consultant shall include a preliminary cost estimate for the project based on the recommendations in the PDR, including uncertainty intervals appropriate for an AACE International Class 4 estimate.
- Revisit the project scope based on the Class 4 estimate for compliance with District budgets.

Deliverables: At the completion of Phase 2, the Consultant will have provided the following:

- Preliminary design documents developed in Phase 2,
- A memo describing the proposed path forward for Phases 3 through 6. This memo will include an updated proposed schedule, project organization chart (identifying team members by name and position), and
- Draft scope and fee proposal for Phase 3.

Should the District choose to move forward with the Consultant for Phases 3 through 6, the District and the Consultant will work as a team to finalize the schedule, design team, scope and fee to amend the Agreement to include Phase 3 through 6 services. The District reserves the right to end the agreement after completion of Phase 2.

Phase 3 – Detailed Design

The exact scope of Phase 3 will vary based on the outcome of Phase 2. Some early works or prepurchase packages for Phase 3 may occur during Phase 2 through separate task orders. Phase 3 is anticipated to include the following general tasks:

- Provide project management and coordination services necessary during the completion of the final design.
- Provide construction documents consistent with the recommendations specifically addressed in the final PDR. Consultant shall prepare and submit 60, 90, and 100 percent construction documents of the project for District review. Specifications shall be submitted at the 60 and 100 percent levels. Any comments received will be incorporated into the final design product.
- Update cost estimates for the project at the 60, 90, and 100 percent stages of design, including defining uncertainty limits appropriate for an AACE International Class 3, 2, and 1 estimate, respectively.
- Consultant shall prepare final ready-to-print design, bidding, and construction documents for the project in PDF format.
- If the District decides to use CMGC delivery method, consultant will work with CMGC in developing the construction documents in preparation for permitting agencies and reviewing the CMGC's guaranteed maximum price (GMP).
- Consultant will prepare documents and provide support and engineering services for equipment preselection, pre-purchase, and early works packages.
- Revisit the project construction scope based on the GMP for compliance with District budgets.

Phase 4 – Bidding Services

The exact scope of Phase 4 will vary based on the outcome of Phase 3. Some early works or packages for Phase 4 may occur during Phases 2 and 3 through separate task orders. Phase 4 is anticipated to include the following general tasks:

- Consultant shall have the capabilities and capacities to support, aid, manage, and deliver a traditional design-bid-build or an alternative project delivery.
- Consultant shall be able to provide expertise to the District in the negotiation of GMP packages and any and all pre-construction and construction CMGC contracts.
- Under the CMGC delivery method, Phase 4 may occur in parallel with Phase 3.

Phase 5 – Construction Services

The exact scope of Phase 5 will vary based on the outcome of prior phases. Phase 5 is anticipated to include the following general tasks:

- Schedule reviews.
- Response to contractor communications.
- Document control and submittals.
- Claims management, including potential change order and change order review.
- Project Representative and Resident Engineer for daily observations, inspections, and documentation.
- Construction coordination and meetings.
- Progress payment reviews.
- Coordination of construction materials testing (through subcontractors).
- Punch lists.

- Substantial and final completion review.
- Record drawings.

Phase 6 – Commissioning and Startup

- Commissioning, equipment start-up and training, and support to District personnel.
- Compile and deliver equipment O&M manuals.
- Integration support.
- Develop an operation manual.
- 11-month walkthrough.

The following Core Project Team members shall remain committed to the project as described in Section 3 of this Agreement.

Position	Name
Project Manager	
Deputy Project Manager	
Construction Manager	
Core Project Team – Process	
Core Project Team – Structural	
Core Project Team – Civil	

**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 Sub-consultants 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 Consultant 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 Sub-Consultant's 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.



Attachment C
Non-Disclosure Agreement

**NON DISCLOSURE
AND
CONFIDENTIALITY AGREEMENT
FOR THE
METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY**

AGREEMENT PURPOSES

The Metropolitan Water District of Salt Lake & Sandy (District) has contracted with [*Insert Consultant Firm Name*] (Consultant) for development of the LCWTP Rebuild (Project).

The District provides treated drinking water to the public utility departments of Salt Lake City and Sandy City, as well as others. District operations and facilities are critical to the health, safety, and welfare of the public. In connection with the Project, Consultant will be given information and generate work product that must be kept secure and confidential in order to protect District operations and facilities and the health, safety, and welfare of the public.

AGREEMENT TERMS

Those signing below agree as follows:

1. Certain information that District must provide to the Consultant to perform its work is confidential and security sensitive. This includes information disclosed physically, electronically, orally, visually, or the substantial equivalent thereof. That information is being provided solely for use in the Project. The work product generated as part of the Project, including but not limited to analysis, drafts, calculations, recommendations, and the final report, are also confidential and security sensitive. Together, the confidential and/or sensitive information provided by the District and the work product generated as part of the Project are referred to as the "Sensitive Information." Sensitive Information does not include information that (a) was part of the public domain at the time of disclosure by the District or properly became part of the public domain, by publication or otherwise; or (b) Consultant received from a third party without similar restrictions and without breach of this Agreement.

2. All those obtaining or having access to the Sensitive Information shall use deliberate and thoughtful care and caution to maintain in confidence, not disclose, and prevent unauthorized access to the Sensitive Information.

3. All persons and entities signing this Agreement agree not to reproduce or distribute by any means the Sensitive Information except as reasonable and necessary for the Project. The Sensitive Information shall not be disclosed or revealed to anyone, and shall be protected against unauthorized access by anyone, except: (a) trustworthy employees of the Consultant, and trustworthy employees of any subcontractors or vendors of the Consultant, who have a need to know the information for Project purposes; and (b) who have first read this Agreement and signed a copy of the attached Acknowledgement agreeing to be bound by all terms of this Agreement and returned such signed copy to District by email. The Consultant shall be responsible to see that each and every employee and each and every employee of any subcontractor or vendor receiving the Sensitive

Information has first read this Agreement and signed a copy of the attached Acknowledgement and returned it by email to the District. If Consultant is required to disclose Sensitive Information to a governmental agency to further the objectives of the Project, Consultant shall notify the District and consult with and assist the District in establishing protections for such disclosed Sensitive Information prior to the disclosure. If Consultant is required by a court of competent jurisdiction to disclose Sensitive Information, Consultant shall notify the District and consult with and assist the District in obtaining a protective order prior to such disclosure.

4. Upon notice from the District, all copies of the Sensitive Information shall be returned promptly to the District or destroyed as instructed by the District, at District's option and electronic files disclosing the same shall be deleted, including deletion of all backup copies. Consultant may, however, retain (a) one copy of any Sensitive Information solely to the extent required to defend or maintain any litigation relating to this Agreement, or to comply with applicable laws and regulations, subject to the same confidentiality conditions described herein, and (b) copies of Sensitive Information contained in routine archived back-ups created as part of the Consultant's information technology system back-up and disaster recovery protocols, where such back-ups are used only for such purposes and are not accessible in the ordinary course of business. Each person signing this Agreement shall certify full compliance in writing upon completion of destruction or return.

5. All persons and entities signing this Agreement or the attached Acknowledgement shall employ all reasonable efforts to maintain the Sensitive Information as highly confidential and security sensitive. Such efforts will be no less than the degree of care employed to preserve and safeguard such person or entity's own highly confidential and security sensitive information. Such efforts shall not be less than a reasonable degree of care. At a minimum, only one electronic copy of the Sensitive Information will be kept in a password protected file at all times, with access to the password restricted to a need-to-know basis and each hard copy of the Sensitive Information will be kept in a locked location with access restricted to a need-to-know basis. No archived back-ups may be kept unless created as part of the Consultant's information technology system back-up and disaster recovery protocols, and such back-ups are used only for such purposes and are not accessible in the ordinary course of business.

6. This Agreement expresses the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings pertaining to the subject matter hereof. Any modifications of or changes to this Agreement shall be in writing and signed by both parties.

Dated this __ day of _____, 2025.

Metropolitan Water District of Salt Lake &
Sandy

Annalee Munsey, General Manager

Dated this __ day of _____, 2025.

[Insert Consultant Firm Name]

[Insert Name], [Insert Title]

ACKNOWLEDGMENT

The undersigned hereby acknowledges that they have read the attached Non Disclosure and Confidentiality Agreement for the Metropolitan Water District of Salt Lake & Sandy regarding development of the LCWTP Rebuild. The undersigned understands the terms of the Agreement and agrees to be bound by the terms of the Agreement.

Name: _____

Position: _____

Company: _____

Email: _____

Signature: _____

Date: _____