

Attachment E—Non-Disclosure Agreement

Upon execution of a Phase I Agreement between the Owner and the CM/GC a Non-disclosure Agreement (NDA) will also be signed.

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

AGREEMENT PURPOSES

The Metropolitan Water District of Salt Lake & Sandy (Owner) has contracted with _____, a _____ corporation (CM/GC) for pre-construction and construction services related to the Raw Water Little Cottonwood Conduit Replacement Project.

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

AGREEMENT TERMS

Those signing below agree as follows:

1. Certain information that Owner must provide to the CM/GC 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 Owner 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 Owner or properly became part of the public domain, by publication or otherwise; or (b) CM/GC 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 CM/GC, and trustworthy employees of any subcontractors or vendors of the CM/GC, 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 Owner by email. The CM/GC 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 Owner. If CM/GC is required to disclose Sensitive Information to a governmental agency to further the objectives of the Project, CM/GC shall notify the Owner and consult with and assist the Owner in establishing protections for such disclosed Sensitive Information prior to the disclosure. If CM/GC is required by a court of competent jurisdiction to disclose Sensitive Information, CM/GC shall notify the Owner and consult with and assist the Owner in obtaining a protective order prior to such disclosure.

4. Upon notice from the Owner, all copies of the Sensitive Information shall be returned promptly to the Owner or destroyed as instructed by the Owner, at Owner's option and electronic files disclosing the same shall be deleted, including deletion of all backup copies. CM/GC 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 CM/GC'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 CM/GC'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 _____, 2026.

Metropolitan Water District of Salt Lake &
Sandy

Annalee Munsey, General Manager

Dated this __ day of _____, 2026.

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 Raw Water Little Cottonwood Conduit Replacement. 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: _____