

## Notice of

# Request for Statements of Qualifications LCWTP Conduit and Fiber Discovery and Documentation Project

**Project Title:** LCWTP Conduit and Fiber Discovery and Documentation

**Date:** March 27, 2025

**Submittal Due Date:** April 22, 2025, 2:00pm

The Metropolitan Water District of Salt Lake & Sandy (District) invites the submittal of Statements of Qualifications (SOQs) from qualified professionals (Consultant) interested in the LCWTP Conduit and Fiber Discovery and Documentation Project.

This request for SOQs will be posted on the District's website, [www.mwdsls.gov](http://www.mwdsls.gov), and on the Utah Public Procurement Place (U3P), <https://purchasing.utah.gov/purchasing/for-vendors-purchasing/>.

## Scope of Work (SOW) for Conduit and Fiber Discovery and Documentation

### 1. Project Overview:

The purpose of this project is to investigate, trace, and document the fiber conduit layout interconnecting at least six (6) buildings within a water treatment facility campus. The consultant will identify all fiber conduits, determine the type of fiber within each conduit, and trace the fiber cable runs within and between the buildings. The consultant will then produce detailed drawings reflecting their findings.

### 2. Scope of Services:

2.1 The selected consultant will be responsible for performing the following tasks:

#### 2.1.1 Investigation & Data Collection

2.1.1.1 Identify all fiber conduits connecting at least six buildings.

2.1.1.2 Determine and document the type of fiber present in each conduit.

2.1.1.3 Trace and map fiber cable runs within each building, including conduits, duct banks, and cable trays.

2.1.1.4 Since no tracer wire is present, provide a detailed methodology for mapping the conduits, including any specialized equipment or techniques to be used (e.g., electromagnetic locators, ground-penetrating radar, OTDR testing).

## **2.1.2 Documentation & Mapping**

2.1.2.1 Develop detailed drawings reflecting the findings, including but not limited to:

- Conduit pathways between buildings.
- Type and count of fiber cables and strands within each conduit.
- Interior fiber cable routing within conduits, duct banks, and cable trays.
- Patch panels and fiber termination points.

2.1.2.2 Provide a legend and clear labeling to ensure accuracy and readability of the drawings.

2.1.2.3 Deliver the drawings in both electronic format (AutoCAD and PDF) and printed copies as requested.

## **3. Deliverables:**

3.1 A report summarizing investigation methods, findings, and recommendations.

3.2 Detailed conduit layout drawings for inter-building and intra-building fiber routes.

3.3 Documentation of patch panel configurations and fiber connections.

3.4 Identification of any potential issues or obstructions affecting the fiber network.

**4. Available Data:** The successful Consultant will be provided, upon signature of the Non-Disclosure Agreement, appropriate as-built drawings documenting or affecting conduit pathways throughout the treatment plant. While it is anticipated this will provide the Consultant with a starting position, the Consultant shall verify all locations prior to inclusion with the deliverables.

## **5. Project Timeline: Detail the following**

5.1 Kickoff Meeting

5.2 Investigation & Data Collection

5.3 Draft Drawings Submission

5.4 Review and Feedback Period

5.5 Final Deliverables Submission

## **6. Consultant Qualifications & Experience:**

6.1 The selected consultant must have:

6.1.1 Demonstrated experience in conduit and fiber optic network mapping and documentation.

6.1.2 Proficiency in utilizing conduit and underground mapping techniques.

6.1.3 Expertise in AutoCAD or equivalent drafting software.

6.1.4 Knowledge of fiber optic cable specifications, termination, and patch panel documentation.

6.1.5 Ability to provide references for similar projects.

## **Request for Statement of Qualifications**

### **1. Introduction:**

1.1 The Metropolitan Water District of Salt Lake and Sandy is seeking a qualified consultant to investigate and create detailed drawings of the fiber conduit layout between at least six (6) buildings within a water treatment facility campus.

1.2 Consultants are invited to submit a Statement of Qualifications (SOQ) that outlines their experience, proposed approach, and capabilities in performing this work.

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

### **2. Submission Requirements:**

2.1 Interested consultants should submit an SOQ that includes the following information:

#### **2.1.1 Company Information:**

2.1.1.1 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.

2.1.1.2 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).

2.1.1.3 Name, title, mailing address, email address, and telephone number of the individual with authority to negotiate and contractually bind the Consultant (who will sign the Professional Services Agreement).

2.1.1.4 Provide an organization chart setting forth the positions, functions, and roles to be performed by key project team members. Describe the qualifications and relevant experience of key project team members in the design and construction of projects of similar size and scope. Include a list of relevant past projects.

### **2.1.2 Relevant Experience & Qualifications:**

2.1.2.1 Summary of past projects with similar scope.

2.1.2.2 Experience with fiber optic conduit mapping and documentation.

2.1.2.3 List of key personnel and their qualifications.

### **2.1.3 Project Approach & Methodology:**

2.1.3.1 Proposed methods for tracing and mapping conduits without tracer wire, including evidence of success.

2.1.3.2 Equipment and techniques to be utilized.

2.1.3.3 Approach to developing accurate and detailed drawings.

### **2.1.4 References:**

2.1.4.1 References from at least three customers, companies, or other entities for projects of comparable size and scope. The following information should be included for each client reference:

- Client name and location (city and state).
- Contact person name, email address, and telephone number;
- Brief description of the program/project; and
- Consultant's role in the program/project.

### **2.1.5 Schedule & Availability:**

2.1.5.1 Please include a proposed schedule for completing the project, with key milestones. Work should be complete by 12/12/2025.

2.1.5.2 Availability of key personnel.

### **2.1.6 Additional Information:**

2.1.6.1 Any unique capabilities or insights that set the firm apart.

### **2.1.7 Other:**

2.1.7.1 A statement indicating the company will comply with the terms and conditions of District's standard Professional Services Agreement, including the insurance requirements listed in the document, and the Non-Disclosure Agreement. Any exceptions to the terms, conditions, or requirements found in the standard Professional Services Agreement and/or Non-Disclosure Agreement must be identified and included with the Statement of Qualifications. Such exceptions will be considered in the evaluation and award processes. The District shall be the sole determiner of the acceptability of any exception.

2.1.7.2 Any other assumptions or constraints that may affect the project.

2.1.7.3 Do not include a schedule of fees and expenses as part of the SOQ. Cost is not part of the selection criteria. The Consultant will be asked to provide the schedule of fees and expenses after selection.

2.2 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.

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

2.4 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.

## **3. Evaluation Criteria:**

3.1 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.

3.2 Submissions will be evaluated based on the following criteria:

- (40%) - Technical approach and understanding of project requirements
- (15%) - Consultant project manager experience and qualifications
- (15%) - Consultant project team experience and qualifications
- (15%) - Past performance working on similar or relevant projects, including references
- (10%) - Proposed project schedule
- (5%) - Overall quality of SOQ

3.3 The District may reject any or all bids that, in the District’s sole judgment, 1) do not meet the project schedule outlined in this request for SOQs, or 2) will not comply with the terms and conditions of the Professional Services Agreement and Non-Disclosure Agreement.

3.4 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 request for SOQs, or to waive any irregularities in any submitted response.

#### **4. Submission Deadline:**

All SOQs must be submitted by April 22, 2025 at 2:00 pm. Complete SOQs should be submitted in PDF to

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

It is the Consultant’s responsibility to assure submission of the SOQ. SOQs received after the 2:00 pm deadline will not be considered (special or extenuating circumstances may permit a grace period as deemed reasonable by the District).

#### **5. Schedule**

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

- |   |                |
|---|----------------|
| 1. Advertisement:                           | March 27, 2025 |
| 2. Deadline for questions:                  | April 16, 2025 |
| 3. Due date for SOQ:                        | April 22, 2025 |
| 4. Complete negotiation with selected firm: | May 15, 2025   |
| 5. Anticipate award of contract:            | June 16, 2025  |

#### **6. Attachments**



- **A** - Professional Services Agreement
- **B** - Non-Disclosure Agreement

If you have any questions regarding this Scope of Work or would like to schedule a virtual overview of the site, please contact Ryan Nicholes at

ProjectConduit20250310@mwdsls.gov  
801-942-1391

Due to the sensitive nature of this infrastructure, on-site tours are not available during the SOQ advertisement.







**PROFESSIONAL SERVICES AGREEMENT**  
**LCWTP Conduit and Fiber Discovery and Documentation Project**

Last updated: February 25, 2025

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 the LCWTP Conduit and Fiber Discovery and Documentation Project (Project), 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.** Responsible principals or staff members of Consultant, and any sub-consultants identified by name in Exhibit A, shall be committed to the Project. 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. **CONTRACT PRICE.** The Scope of Services described in Exhibit A for the LCWTP Conduit and Fiber Discovery and Documentation Project is awarded on a time and materials basis not to exceed the amount of \$\_\_\_\_\_. Consultant shall receive payment based on the hourly rates and expenses described in the Consultant’s schedule of fees and expenses included with Exhibit A.

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, 2026.

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. 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 June, 2025.

DISTRICT:  
Metropolitan Water District of Salt Lake & Sandy

By: \_\_\_\_\_  
Annalee Munsey, General Manager

CONSULTANT:  
[Firm name]

By: \_\_\_\_\_  
[Name, Position]



**Exhibit A**  
**Scope of Work, Schedule, Budget**

**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 Consultants contractors and 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 contractors and sub-consultants 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.





**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 \_\_\_\_\_ (Consultant) for development of the LCWTP Conduit and Fiber Discovery and Documentation Project (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 Acknowledgment 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 Acknowledgment and returned it by email to the District.

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. Electronic files disclosing the same shall be deleted, including deletion of all backup copies. 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 Acknowledgment 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.

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 all parties.

Dated this \_\_ day of June, 2025.

METROPOLITAN WATER DISTRICT OF SALT  
LAKE & SANDY

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Annalee Munsey, General Manager

[Consultant]

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[Name], [Position]



### 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 LCWTP Conduit and Fiber Discovery and Documentation Project. 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: \_\_\_\_\_