

Request for Statements of Qualifications

Design Professional Services

The Metropolitan Water Metro Water of Salt Lake & Sandy (Metro Water) invites the submittal of Statements of Qualifications (SOQs) from qualified professionals (Consultant) interested in providing on-call architecture, engineering, and/or survey services to Metro Water. This request for SOQs will be posted on [Metro Water's website](#) and on the [Utah Public Procurement Place \(U3P\)](#).

INTRODUCTION

Metro Water is a water wholesaler providing treated water primarily to Salt Lake City and Sandy City. Metro Water owns and operates two water treatment plants, two large pipelines (>60-inch diameter), multiple turnout and drain lines (36-inch to 8-inch diameter), a pump station, raw and finished water reservoirs, and related infrastructure. This infrastructure began construction as early as 1939.

Metro Water advertises annually, typically in February, the possible need for generally small-purchase design professional services. Metro Water may also forecast requests for SOQs for larger design professional services.

SCOPE OF SERVICES

Attachment A identifies a variety of services that Metro Water may engage on an as-needed, generally unplanned basis. These efforts generally are small in scope and cost or to address an emergency.

Attachment B identifies a variety of planned services that Metro Water anticipates seeking over the next two years. Due to the complexity or anticipated cost of these projects, each may be sought through a separate request for SOQs. This information is provided only to assist Consultants in their planning and scheduling efforts, and may change.

Metro Water may engage in the study, design, survey, and/or related services described in Attachment A under an individual contract. A sample agreement is included at Attachment C.

SUBMITTAL REQUIREMENTS

Consultants are advised to submit one SOQ that includes all project packages for which the Consultant seeks to qualify. SOQs should include at a minimum the following information:

- Firm name, contact information, location of office(s), and age.
- The firm's core values and vision.
- Qualifications of the firm, including education, training, licenses, certifications, awards, performance ratings, or other relevant credentials.
- Qualifications and related work experience of the firm.
- Qualifications and related work experience of key personnel.
- References from at least three clients on recent projects.
- A statement indicating the firm will comply with the terms and conditions of Metro Water's standard agreement (attached), including the insurance requirements listed in the document. Any exceptions to the terms, conditions, or requirements found in the standard agreement must be identified and included with the SOQ. Such exceptions will be considered in the selection process. Metro Water shall be the sole determiner of the acceptability of any exception.

Do not include a schedule of fees and expenses as part of the SOQ. Cost is not part of the selection criteria.

There are no requirements related to formatting (e.g., font size, length, page orientation or size). Metro Water desires each Consultant to present its personality and culture as the Consultant feels appropriate.

THE FINE PRINT

Metro Water 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.

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.

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

Metro Water 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. Metro Water will not be bound by any instructions, etc. contained in an SOQ, but rather, will only be governed by GRAMA and Metro Water GRAMA regulations. All materials become the property of Metro Water and may be returned at Metro Water's option.

SUBMITTAL INSTRUCTIONS

SOQs and SOQ updates can be submitted at any time, however only those SOQs on file with Metro Water will be considered for selection at the time a selection process begins for an individual project or service. All SOQs submitted to Metro Water are retained and considered for 24 months for all projects for which the qualified professional has noted expertise.

SOQs should be submitted in PDF by email to Breana Jackson at bjackson@mwdsls.gov.

EVALUATION AND SELECTION PROCESS

A selection committee consisting of Metro Water representatives will evaluate SOQs on file as project needs arise. One or more firms may be contacted to provide a scope for further consideration.

SOQs will be evaluated based upon the following criteria:

- Firm qualifications and experience (40%)
- Relevance of past projects (40%)
- Firm culture, including creativity and values (20%)

Metro Water will be the sole judge as to which SOQs best meet the selection criteria. Metro Water 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.

Criteria may be subject to change when scopes are required from multiple firms for a project. In these cases, the new set of criteria will be included with the scope request.

QUESTIONS

For questions regarding this solicitation or to meet with Metro Water staff, please contact:

Ammon Allen, Engineering Manager
Metropolitan Water District of Salt Lake & Sandy
allen@mwdsls.gov
(801) 942-9687

Metro Water's offices are located at 3430 East Danish Road, Cottonwood Heights, Utah 84093.

2026-27 Design Professional Service Packages

Metro Water is requesting statements of interest and qualifications for the following service packages, to be procured on an as-needed basis between April 1, 2026 and March 31, 2028.

Package 23-01: General Engineering and Architecture

General engineering and architecture SOQs are used for small or unplanned design services that may include studies, designs, bid preparation, reports, and/or services during construction for projects requiring one or more of the following disciplines:

Architecture	Mechanical
Chemical Feed	Power Monitoring
Civil	Process Controls
Construction Management and Inspection	Pumps
Corrosion Control and Coatings	Radio and Telemetry
Drafting	Roads
Drainage and Flood Mapping	SCADA/HMI Systems
Electrical	Structural
Geographic Information Systems (GIS)	Solids Handling
Geotechnical	Value Engineering
Hydraulic Structures and Pipelines	Water Treatment
Instrumentation	Water Rights
Landscape Architecture	Water Quality

The intent of this package is to provide an extension of Metro Water staff in work product, quality assurance, and expertise as needed. Tasks will be small in scope.

Package 23-02: Surveying

Services include performing ALTA/ACSM land title surveys of and around fee-title land, deeded easement, and easement procured under the Canal Right of Way Act of 1890.

Surveyors should have experience establishing property title to patent.

Documentation includes reports, Record of Surveys, annexation and withdrawal plats, and legal descriptions and exhibits.

Field work includes setting monuments, locating and surveying encroachments, topographical surveys, confirming property and easement boundaries, and drone data collection and delivery.

Surveys may be recorded.

A proven ability to meet deadlines is crucial. Due to the nature of development in and around Metro Water interests, surveyors should expect to communicate with the public.

2026-27 Future Projects

The complexity and/or cost of the following projects will require a future request for SOQs. This information is provided only to assist Consultants in their planning and scheduling efforts, and may change.

Metro Water anticipates seeking the following services through a separate request for SOQs approximately as shown:

2028 Multi-Hazard Assessment

Advertise in October 2026

Metro Water's Utility-Wide Multi-Hazard Mitigation Plan was adopted in October 2023. We are estimating an 18-month update schedule beginning in January 2027, with the intent to adopt the update by October 2028.

POMA Fiber Design, Bid, and Construction Management

Advertise in June 2026

The Point of the Mountain Aqueduct (POMA) is about 12 miles long and connects Metro Water's Little Cottonwood and Point of the Mountain water treatment plants. A duct bank accompanies the pipeline. Metro Water desires to pull a new fiber cable through a spare conduit in the duct bank. This task will initially assess the spare conduit and prepare bid documents, and eventually provide bid and construction management services for the new fiber. Fiber construction is anticipated after July 1, 2027, budget permitting.

POMA Valve Replacement Design, Bid, and Construction Management

Advertise in June 2026

Two 14" diameter high-head valves located on POMA near Dry Creek require replacement. This task will prepare assess the valves and prepare bid documents, and eventually provide bid and construction management services for the replacement. Replacement is anticipated after July 1, 2027, budget permitting.

Staff Augmentation for the LCWTP Rebuild Project

Advertise in Early 2027

The Little Cottonwood Water Treatment Plant (LCWTP) was constructed in 1960. Metro Water is currently designing replacement and rehabilitation projects for key portions of the plant and anticipates hiring a Construction Manager / General Contractor in early 2027. As project work, including design and construction, increases, Metro Water may seek to fill key project roles with suitable consultants.

PROFESSIONAL SERVICES AGREEMENT

[PROJECT NUMBER – PROJECT TITLE]

This Professional Services Agreement (Agreement) is made and entered into by and between the Metropolitan Water District of Salt Lake & Sandy (Metro Water) and [Company], a [State] corporation (Consultant).

PURPOSES

The expertise of Consultant is required by Metro Water in order to support Metro Water staff. Consultant was selected through a competitive Statement of Qualifications process in accordance with Utah Code § 63G-6a-1501, et. seq. and Metro Water 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 provide, these services for Metro Water. The parties desire to have in place an agreement which describes the terms and conditions under which Consultant will provide 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 [insert description of services]. [For contracts with no task orders, use the following:] This work is referred to as the Project, and is described in Exhibit A attached, which is incorporated by reference as if restated here. [For contracts with task orders, use the following:] This work is collectively referred to as the Project, which may be broken into smaller portions (referred to as Tasks), as described in Exhibit A.

2. SERVICES OF CONSULTANT. Consultant shall provide services to Metro Water 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 subconsultants identified by name in each Task, shall be committed to the task. Upon submitting a request for payment for services, Consultant shall provide verification of the names of staff members, their respective rates, and the number of hours worked by each staff member. Responsible principals or staff members, or contractors, who retire, quit, or die shall be replaced by individuals who are equally qualified, each of whom shall be subject to Metro Water's approval under this Agreement. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement.

4. [For contracts with no task orders, use the following:] PRICE. The scope of services described in Exhibit A for the Project is awarded on a time and materials basis not to exceed \$[amount]. Consultant shall receive payment based on the hourly rates and expenses described in the schedule of fees and expenses included with Exhibit A.

Metro Water has the right to reject any expenses not specifically identified on Exhibit A. If Consultant deems an expense necessary for the Project that is not identified on Exhibit A, Consultant shall first receive approval from Metro Water in writing. Such approval shall not increase the price of this Agreement without an associated contract amendment. Equipment purchased by Consultant specifically for, and invoiced to, the Project shall be provided to Metro Water in working condition at the conclusion of the Project. One-way mileage charged to the project shall be no more than that from the Consultant's primary office to the Project destination. Meals and miscellaneous personal expenses associated with travel, if invoiced to the Project, shall be included within a per diem rate and not individually invoiced.

5. [For contracts with task orders, use the following:] TASKS. Metro Water may, at its sole discretion, from time to time during the term of this Agreement issue Task Orders for Consultant services in the form attached as Exhibit B. Verbal statements describing work shall not be binding. If Consultant

accepts the Task Order it will be signed by Consultant and returned to Metro Water. If the Consultant has any question or concern regarding the Task Order, the question or concern shall be addressed on a timely basis with Metro Water. 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 Metro Water to Consultant and returned to Metro Water signed by Consultant.

Consultant shall receive payment based on the hourly rates and expenses of services as described in the Task Order.

Metro Water has the right to reject any expenses not specifically identified on the Task Order. If Consultant deems an expense necessary for the Project that is not identified on the Task Order, Consultant shall first receive approval from Metro Water in writing. Such approval shall not increase the price of this the Task Order without an amended Task Order. Equipment purchased by Consultant specifically for, and invoiced to, the Project shall be provided to Metro Water in working condition at the conclusion of the Project. One-way mileage charged to the project shall be no more than that from the Consultant's primary office to the Project destination. Meals and miscellaneous personal expenses associated with travel, if invoiced to the Project, shall be included within a per diem rate and not individually invoiced.

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

7. PERIOD OF SERVICE. This Agreement shall be effective upon signing and shall terminate on [date].

8. METRO WATER'S RESPONSIBILITIES. Metro Water shall provide Consultant with such information as is available to Metro Water 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. Metro Water will examine all documents submitted by Consultant to Metro Water and, if requested by Consultant, Metro Water will render decisions relative thereto in a timely manner in order to avoid unreasonable delay in the progress of Consultant's services. Metro Water shall provide Consultant access to Metro Water facilities and premises, and act reasonably to provide necessary access to private property, as may be reasonably requested by Consultant.

9. SECURITY AND OWNERSHIP OF INFORMATION. Metro Water facilities are critical public infrastructure. Certain information that Metro Water must provide to Consultant for Consultant to perform its work is sensitive. The Consultant will strictly comply with Metro Water written security protocols provided by Metro Water 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 Metro Water, the steps that will be taken by Consultant in the event of any breach or suspected breach of security or security protocols. Metro Water 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 Metro Water'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 Metro Water, 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.

10. 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 Metro Water for any error or omission by any of its employees, subconsultants, 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, subconsultant, or supplier. Any additional cost or damages incurred by Metro Water as a result of such errors or omissions shall be the responsibility of Consultant.

11. RIGHT OF TERMINATION. Metro Water 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 Metro Water terminates this Agreement or abandons any portion of Project hereunder, Metro Water shall notify Consultant in writing. Immediately upon receipt of such notice, Consultant shall discontinue services as directed by Metro Water and deliver to Metro Water 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 Metro Water. Consultant shall document its services through the termination date, and submit such documentation to Metro Water for its evaluation. Consultant shall receive compensation for services performed up through the date of termination or abandonment.

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

To the extent that Metro Water is not otherwise indemnified by a policy of insurance, Consultant will indemnify Metro Water 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, subconsultants, or contractors. 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 Metro Water 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/C].

13. 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 Metro Water. Consultant shall maintain records necessary to confirm compliance with Metro Water security protocols. Such records shall be available to Metro Water during Consultant's normal business hours for a period of one year following the date of final payment under this Agreement.

14. WAIVER OF CLAIMS. Prior to acceptance of final payment, Consultant shall submit in writing to Metro Water any known claim that Consultant or any of Consultant's employees, subconsultants, or contractors may have against Metro Water 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 Metro Water. Consultant shall hold Metro Water harmless from any claims, including costs and attorneys' fees, by any of Consultant's employees, subconsultants, or contractors which are not made in writing prior to acceptance of final payment. The tendering of final payment by Metro Water will not constitute a waiver of any claim Metro Water might have against Consultant, whether known or unknown at the time such payment is made.

15. 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 Metro Water. This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

16. 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 Metro Water To:
Metropolitan Water District of
Salt Lake & Sandy

Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093

If to Consultant To:
[Consultant]
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.

17. 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 Metro Water or Consultant, shall be with the District Court of Salt Lake County, State of Utah.

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 Metro Water, 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. [Remove this section for contracts less than \$100,000 or for Consultants with fewer than 10 employees.] BOYCOTT RESTRICTIONS. Pursuant to Utah Code Section 63G-27-201, the Vendor certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott. The Vendor agrees not to engage in a boycott of the State of Israel for the duration of this Purchase Contract. The Vendor agrees to notify Metro Water in writing if it begins engaging in an economic boycott.

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

21. 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.

22. 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.

23. 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 _____, 20__.

METRO WATER:

Metropolitan Water District of
Salt Lake & Sandy

By: _____

Annalee Munsey
General Manager

CONSULTANT:

[Consultant name]

By: _____

Name
Position

Task Order

[PROJECT NUMBER – PROJECT TITLE]

This task order is issued by the Metropolitan Water District of Salt Lake & Sandy (Metro Water) pursuant to the Professional Services Agreement between Metro Water and [Consultant] (Consultant) dated _____, 20__.

Services

[Briefly describe services to be procured.] These services are more particularly described on Attachment A.

Compensation

Compensation for the services described above is based on the hourly rates and expenses shown on Attachment A and shall not exceed \$[amount].

Period of Services

The services under this task order shall commence on the execution date below and shall be complete by [date].

Deliverables

[Identify deliverables.]

Contact Information

The primary contacts for this Task Order are

Metro Water [name] [position] [email] [phone]	Consultant [name] [position] [email] [phone]
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Other Requirements

[Describe other requirements, state none, or delete this section.]

Acceptance Due Date

This task order must be accepted as soon as possible.

The parties executed this task order effective _____, 20__.

METRO WATER: Metropolitan Water District of Salt Lake & Sandy	CONSULTANT: [Consultant name]
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By: _____
Annalee Munsey, General Manager

By: _____
[Name, Position]

**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 Metro Water, the following insurance, and provide evidence of compliance satisfactory to Metro Water.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by Metro Water in advance, Consultant and all of Consultant's subconsultants and contractors shall maintain limits no less than:

1. GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):

- i. Combined Single Limit (Bodily Injury and Property Damage):
 - 1. \$2,000,000 Per Occurrence
- ii. Personal Injury (including completed operations and products liability):
 - 1. \$2,000,000 Each Occurrence
- iii. General Aggregate:
 - 1. \$3,000,000
- iv. Products - Comp/OP Aggregate:
 - 1. \$3,000,000
- v. Limits to apply to this project individually.

2. 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 Metro Water in writing. At the option of Metro Water, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects Metro Water, 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 Metro Water, its trustees, officers, and employees as additional insureds.

Metro Water does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. Metro Water 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 Metro Water, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed.

C. OTHER INSURANCE PROVISIONS

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

1. Metro Water, its trustees, officers, and employees are to be covered as additional insureds as respects: claims arising out of the work of the Consultant, including products completed. The coverage shall contain no special limitations on the scope of protection afforded to Metro Water, its trustees, officers, and employees.
2. Additional insured coverage shall be on a primary basis for ongoing and completed work.

A waiver with respect to Metro Water, its trustees, officers, and employees of Worker's Compensation subrogation shall be provided.

D. ACCEPTABILITY OF INSURERS

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

E. VERIFICATION OF COVERAGE

Consultant and all of Consultant's contractors shall furnish Metro Water 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 Metro Water before work commences. Metro Water 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 Metro Water may increase the requirement for a liability limit by providing reasonable written notice to Consultant of such a change.