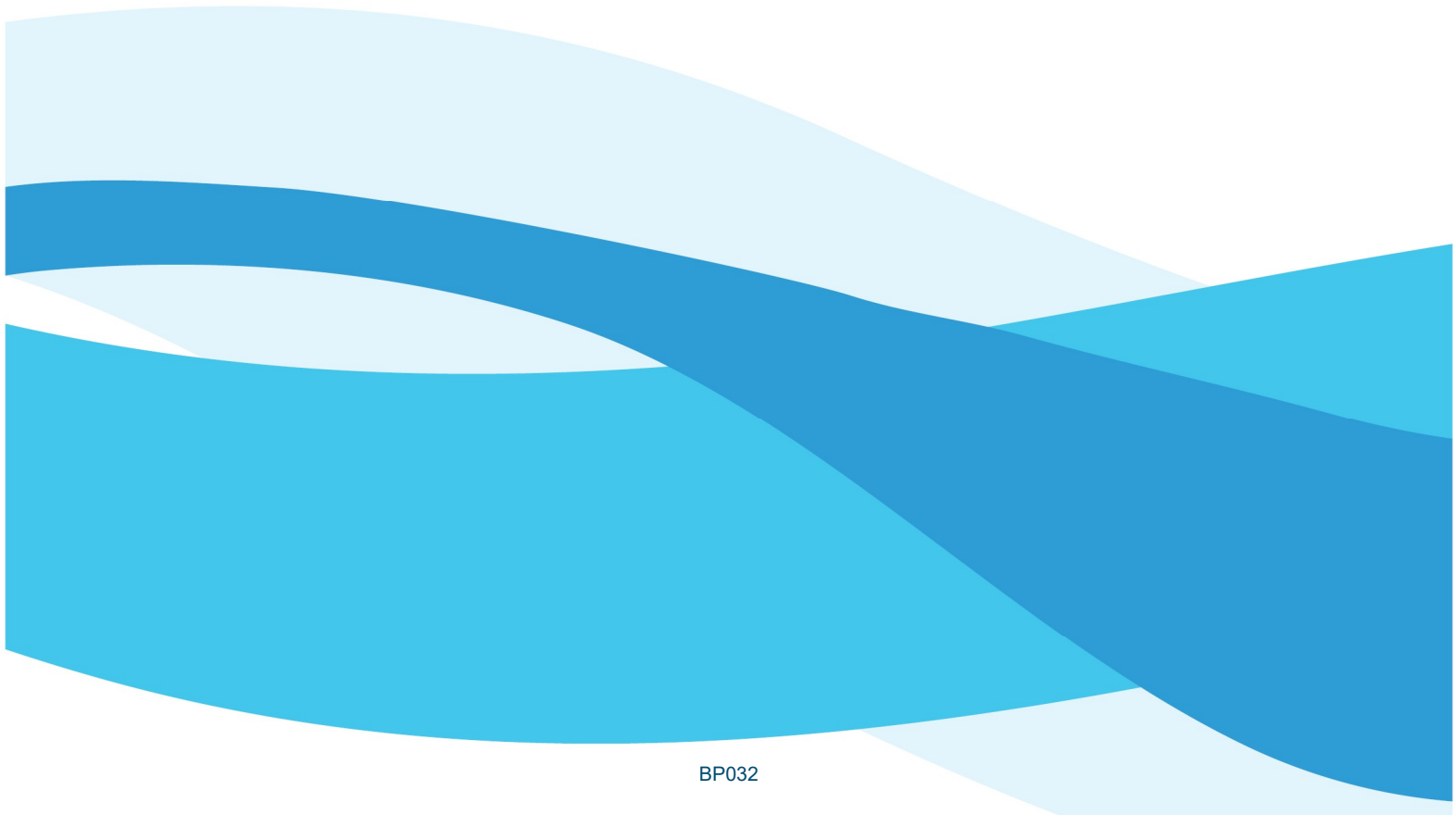


# Tab 2

## Engineering Committee Report





## Consider appeal from Alpine Hollow development

**Background:** On January 27, the board reviewed an appeal from The Ridges at Alpine, LLC for a variance to policy to permit utilities and access across District-owned property to serve the proposed Alpine Hollow Development. Alpine Hollow is a 110-acre parcel located on the south side of Traverse Ridge in Draper and intended to develop into 50 residential lots.

The board continued this item with the following requests:

- Address current and future trail use, and District access to the same, and
- Include the form of agreement with Draper City for the uses that
  - Describes liability for road closure, and
  - Includes all work under a Draper City umbrella.

Road closure is addressed in the agreement in the fourth paragraph under I(A), on page 2, which states:

*District reserves the right to temporarily disrupt access to the road in the event it determines to excavate the SLA Corridor to access the SLA or install other facilities within the SLA Corridor. City is responsible for securing an alternative access to the Alpine Hollow Subdivision during such periods of temporary disruption.*

The City's responsibility to the District for all approved uses is evidenced throughout the document. For example, third paragraph under I(A) states "City shall be responsible for the reasonable maintenance of the road." The utility allowances in I(A), both for city-owned and third-party utilities, maintain the city is responsible to the District under the terms of the agreement, which include any future costs, infringements, or modifications. Sections III and VI(B) designate the city as responsible for any costs arising out of the agreement.

The current and future trail use is addressed by Addendum No. 2 to the Draper Cooperation agreement, discussed in the following agenda item.

District staff and counsel coordinated with The Ridges at Alpine, LLC and Draper City on the attached form of agreement, which is now ready for board consideration.

**Committee Activity:** The Engineering Committee discussed this item on November 19, 2024 and January 14, 2025 and recommended the board grant a variance to District policy permitting the requested uses due to the unique nature of the request and location, including the depth of the SLA.

**Recommendation:** Grant a variance to District policy to permit the road, utilities, and grading in the attached form of agreement, allowing the General Manager and legal counsel to make non-substantive changes as deemed in the District's best interest.

**Attachment:**

- Alpine Hollow Cooperation Agreement

*Last Update: February 12, 2025*

When Recorded Return to:  
Metropolitan Water District of Salt Lake & Sandy  
Attn: General Manager  
3430 East Danish Road  
Cottonwood Heights, Utah 84093-2139

*Application No.: S-24-1506*  
*Version: 02-11-2025*

**PARCEL NO.: 11:017:0114, 11:009:0046**

**COOPERATION AGREEMENT FOR NON-DISTRICT USE OF DISTRICT  
LANDS AND INTEREST IN LANDS  
(SLA)**

THIS COOPERATION AGREEMENT (“Agreement”) is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between Metropolitan Water District of Salt Lake & Sandy (“District”) and Draper City (“City”) and The Ridges at Alpine, LLC (“Ridges at Alpine”). City and Ridges at Alpine (together, “Applicant”) shall be jointly and severally liable under this Agreement.

**AGREEMENT PURPOSES**

District owns and operates the Salt Lake Aqueduct (“SLA”) Corridor and certain improvements located within or on the SLA Corridor. (As used in this Agreement “improvements” is intended to include all manner of works, equipment, facilities and infrastructure.) District is a political subdivision of the State of Utah responsible for transporting and treating public water, and as such District is engaged in protecting the SLA, SLA Corridor, District improvements and operations, and District water.

Ridges at Alpine intends to construct, or cause to be constructed, a private road known as Alpine Hollow Way, which will exclusively serve the Alpine Hollow Subdivision. The road, including associated grading, utilities, sidewalk, curb, gutter, and related amenities, will cross a portion of the SLA Corridor.

Ridges at Alpine has requested permission for the non-exclusive road use as described below of that portion of the SLA Corridor also described below. District is willing to permit the described use of the described portion of the SLA Corridor, without representation or warranty whatsoever. Without intending to limit the scope of the immediately preceding disclaimer of **all** warranties, District specifically disclaims any representation or warranty of title, and any representation or warranty regarding the condition or fitness of the SLA Corridor for the intended use by Applicant.

This Agreement grants a non-exclusive right to Applicant for only those uses of the SLA Corridor described herein. This Agreement is intended to document the fact that the described use of the described portion of the SLA Corridor is acceptable to District and consistent with District

policies. Applicable District policies are available to Applicant for review. Applicant is solely responsible to obtain and maintain all other required agreements, permits, licenses, etc., including any necessary planning or zoning approvals. District has not agreed to provide any assistance to Applicant in understanding or meeting these other requirements.

## **AGREEMENT TERMS AND CONDITIONS**

The parties agree as follows:

### **I. APPLICANT’S USE OF SLA CORRIDOR.**

**Notwithstanding anything written in this Agreement, no permission is intended to be given to: 1) adversely impact in any respect District improvements; or 2) introduce any substance into District improvements or water; or 3) adversely impact in any respect District’s operations.**

#### **(A) Description of Applicant’s Use of SLA Corridor:**

##### **Alpine Hollow Way:**

City received an application for the 50-lot Alpine Hollow Subdivision from Ridges of Alpine. The development will be solely accessed along a private road known as Alpine Hollow Way, which is designed to cross the SLA Corridor. Due to the unique circumstances of the SLA and SLA Corridor in this location, and the City’s direct involvement in the development of the road and associated improvements and willingness to assume responsibility for maintenance of the road and associated improvements within the SLA Corridor, the District is permitting the following uses under the conditions of this Agreement.

Ridges at Alpine may construct, or cause to be constructed, a 56-foot-wide road across the SLA Corridor. The road includes asphalt, curb, and sidewalk. Grading will be required approximately 35 feet north and 20 feet south of the road to meet existing topography and to manage stormwater runoff. The road will be constructed in strict compliance with this Agreement and Exhibit A, attached.

The road will be a private road owned by the homeowner’s association formed for the Alpine Hollow Subdivision (“the HOA”). Notwithstanding the HOA’s ownership of the road, after completion of the road, City shall be responsible for the reasonable maintenance of the road.

District reserves the right to temporarily disrupt access to the road in the event it determines to excavate the SLA Corridor to access the SLA or install other facilities within the SLA Corridor. City is responsible for securing an alternative access to the Alpine Hollow Subdivision during such periods of temporary disruption.

The SLA Corridor shall be depicted on the final subdivision plat(s) for all phases of the Alpine Hollow Subdivision in a form reasonably approved in advance in writing by the District in advance of recording, with the depiction referencing the recording information for this Agreement. A reference to the recording information for this Agreement shall also be included in the

declaration of covenants, conditions, and restrictions (or similar) recorded for all phases of the Alpine Hollow Subdivision, and any amendment thereto.

**Buried Utilities Within Alpine Hollow Way:**

City may install, or cause to be installed, City-owned buried utilities within the road so long as any such utility is parallel to the road. No appurtenances related to buried utilities themselves (including above-ground appurtenances, manways, or storm collection systems) shall be installed within the SLA Corridor. City shall provide final as-built drawings of any City-owned buried utilities upon completion of the installation. The District reserves the right to require the City to relocate (vertically or horizontally) City-owned buried utilities at the City's expense in the event the District determines to excavate SLA Corridor to access the SLA or install other facilities within the SLA Corridor. Such relocation shall be within the area described in I(D) below.

The parties anticipate third-party buried utilities may also be installed within the road. Applicant shall ensure that such third-party utilities comply with the requirements of this Agreement. No appurtenances related to third-party buried utilities themselves (including above-ground appurtenances, manways, or storm collection systems) shall be installed within the SLA Corridor. Applicant shall notify the District in writing prior to the installation of third-party utilities within the SLA Corridor and provide a copy of the design drawings with sufficient time for review by District prior to installation. The District reserves the right to require third parties to modify design of such utilities to be in compliance with District and other generally accepted requirements. Applicant shall provide final as-built drawings of any third-party utilities upon completion of the installation. The District reserves the right to require any third-party utilities to be relocated (vertically or horizontally) at the City's expense in the event the District determines to excavate the road to access the SLA or install other facilities within the SLA Corridor. Such relocation shall be within the area described in I(D) below.

**Notice to Third Parties:**

Applicant shall notify all third parties performing construction within the road (including utilities) of this Agreement, and cause said third party to meet the requirements contained herein.

(B) Term:

Perpetual. District has the right to modify risk and insurance requirements consistent with its then-usual practice for other agreements regarding use of the SLA Corridor every twenty-five years.

(C) Location by Stationing:

Approximate SLA Station 1243+00

(D) Legal Description of SLA Corridor Lands City Will Be Using:

Obtain from Alpine Hollow developer (legal for rectangle of property that includes the road and grading).

- (E) Legal Description of Property Benefited by this Agreement to Which the Rights and Responsibilities Shall Run:

Not applicable.

- (F) Plans, Drawings, Maps, Plats, etc. Attached and Incorporated Into This Agreement:

Exhibit A: Alpine Hollow Way Road Dedication Plat  
Exhibit B: Salt Lake Aqueduct Plan and Profile, Sheet PP-7

II. GRANT OF RIGHT OF ACCESS.

Applicant hereby grants District access along the length of Alpine Hollow Way for vehicular access to the SLA Corridor.

III. REIMBURSEMENT OF COSTS.

In the event that Applicant is required to reimburse District for costs pursuant to this agreement, City shall reimburse District for all costs reasonably incurred by District within thirty (30) days of mailing of an itemized invoice from District for such costs.

IV. WORK.

(A) Applicant warrants and agrees that no earthwork, construction work or other work performed by or for Applicant on the SLA Corridor or close enough to the SLA Corridor to present risk to District improvements or operations will take place except as expressly described in plans and specifications approved in writing by District. Any modifications to such plans and specifications must be approved in writing by District.

(B) Applicant warrants that all earthwork, construction work and other work will:

(i) strictly comply with plans and specifications approved in writing by District;

(ii) meet or exceed all applicable codes, ordinances, other legal requirements, and all applicable generally recognized written trade and industry standards and recommendations;

(iii) be performed by skilled, experienced, competent and properly licensed contractors and workers;

(iv) be conducted in a timely, careful, safe, workmanlike and professional manner;

(v) be conducted so as not to damage District improvements;

(vi) be consistent with *District Standard Specifications*, as they may from time to time change. *District Standard Specifications* are available to City for review, and are incorporated herein by reference.

(C) District shall have the right, but no obligation, to inspect the progress of the work or to inspect materials at all times. District may also reasonably require inspection or testing by others of any work or materials. District shall have the right to stop work and require correction of any work, or replacement of any materials, which in its reasonable judgment does not comply with any term or condition of this Agreement. If, after notice from District which is reasonable under the circumstances, City fails to remove or correct unacceptable work or materials, correction or removal of unacceptable work or materials may be accomplished by District, or its contractor, and City shall reimburse District as described in Article III. District shall have no obligation whatsoever to review or supervise the method or manner in which the work is accomplished. District shall have no obligation whatsoever for the safety of workers or others on or adjacent to the job site. No approval, observation, inspection or review undertaken by District is intended to be for the benefit of City, its contractors, suppliers, subcontractors, or their respective employees. Unless expressly stated in writing, any approval, observation, inspection or review by District shall not constitute an acceptance of work or materials that do not comply with the approved plans or specifications or this Agreement.

## V. MAINTENANCE OF THE IMPROVEMENTS.

(A) All of the improvements on the SLA Corridor, or close enough to the SLA Corridor to present risk to District improvements or operations, shall be maintained in a condition which:

(i) is reasonably satisfactory to District;

(ii) does not interfere with the ability of District to use, operate, repair, reconstruct, maintain, improve or modify the SLA, SLA Corridor or any District improvements for District's purposes, as those purposes may from time to time change;

(iii) is reasonably safe and attractive;

(iv) complies with all applicable codes, ordinances, other legal requirements, as well as generally recognized written trade and industry standards and recommendations; and

(v) complies with all applicable written policies of District, as those policies and specifications may change from time to time.

(B) District may from time to time and as is reasonable have any or all of the improvements which are on the SLA Corridor inspected by qualified professionals. City shall reimburse District as described in Article III above.

(C) If after notice from District that is reasonable under the circumstances, City fails to correct any unacceptable condition of any of the improvements on the SLA Corridor, or close enough to the SLA Corridor to present risk to District improvements or operations, correction may be accomplished by District, and City shall reimburse District as described in Article III above.

(D) Except in times of emergency, removal or correction work will be accomplished by District with an appropriately skilled and licensed contractor, and reasonable steps will be taken to minimize disruption of public service.

#### VI. COSTS ADVANCED.

(A) Ridges at Alpine agrees to pay the sum of \$1,500.00 to District to cover some or all of the costs to District for its initial engineering and/or other costs incurred for the review of plans and specifications, preparation of documents, inspection of work and materials, and administration of this Agreement. Ridges at Alpine further agrees to pay the sum of \$21,152.00 to District at the time of the signing of this Agreement for those uses described in I(A) of District lands.

(B) City agrees to reimburse District for any additional costs which District reasonably incurs as a result of the use of the SLA Corridor or enforcement of this Agreement.

#### VII. RIGHTS RESERVED.

(A) Any and all rights of Applicant under the terms of this Agreement shall be limited by, subject to, and subordinate to, any and all rights of District and District Trustees, employees, agents, and permittees to enjoy, manage, supervise, use, operate, occupy, enter, exit, inspect, repair, maintain, replace, improve or modify the SLA Corridor and any District improvements or operations. To the extent Applicant's use of the SLA Corridor increases the cost of District's exercise of its rights, City may be required to reimburse the District as described in Article III above.

(B) District will make reasonable efforts to provide reasonable advance notice to City of any work District reasonably recognizes as materially adverse to the authorized use of the SLA Corridor. District may implement electronic notice procedures. City shall be responsible for providing notice to the owners of lots within the Alpine Hollow Subdivision. Applicant accepts all risks that any or all of the improvements installed on the SLA Corridor may be modified, destroyed or reconstructed at City's sole cost and expense to accommodate District's exercise of District rights to use the SLA Corridor.

(C) District reserves the right to issue additional licenses or permits for uses of the SLA Corridor. District will not provide a conflicting license without a finding that doing so is



necessary for public purpose after reasonable efforts to notify the City. District will make reasonable efforts to provide advance notice that is reasonable under the circumstances to City of additional licenses that District reasonably recognizes may be temporarily or permanently disruptive to the authorized use of the SLA Corridor. District may implement electronic notice procedures.

(D) District and its officers, Trustees, employees and contractors shall have no liability for any damage to, or interference with the road, City-owned utilities, third-party utilities, or associated improvements as a result of the exercise by District of any of its rights.

(E) All reservations of rights by District under this Agreement are in addition to any and all other rights which District may have by operation of law or otherwise.

#### VIII. CONTRACTORS, INSURANCE, BONDS.

(A) Applicant shall be jointly and severally liable for any act, fault, error, omission or non-compliance with this Agreement by Applicant or any third-party utilities authorized by Applicant, including contractors, employees, or subcontractors of Applicant or third-party utilities authorized by Applicant.

(B) Applicant warrants that all persons or entities performing earthwork or construction work on the SLA Corridor on behalf of Applicant will provide insurance and bonds in strict compliance with Exhibit C attached hereto and incorporated herein.

(C) City, itself, shall maintain a broad form general liability policy of insurance in a form reasonably acceptable to the District in strict compliance with Exhibit C.

(D) If Applicant permits a third party utility, or similar public service provider, to install a buried utility within the road, Applicant may require evidence of self-insurance generally in line with Exhibit C, in lieu of insurance and bonds.

#### IX. DEFENSE, INDEMNITY.

Applicant shall defend, indemnify and hold District and its officers, trustees and employees harmless, including costs and attorneys' fees, from any claim, demand, action or cause of action: (i) alleging that District was at fault in allowing Applicant's use of the SLA Corridor; or (ii) alleging that District was at fault in failing to supervise, inspect, direct, instruct, warn or otherwise manage or control Applicant's use of the SLA Corridor, or (iii) alleging that District knew of, should have known of, or had constructive knowledge of a dangerous condition created by Applicant or any employee, agent or contractor of Applicant; or (iv) alleging District is vicariously liable for acts or omissions of Applicant or any employee, agent or contractor of Applicant (under the Peculiar Risk Doctrine or otherwise), or (v) challenging in any manner Applicant's use of the SLA Corridor. This defense and indemnity obligation is not intended to hold District or its officers, trustees, or employees harmless from any claim that is not derivative of Applicant's use of the SLA Corridor. In no event shall any fault of Applicant or Applicant's employees or contractors be reapportioned to District, its officers, trustees or employees. Applicant shall indemnify and hold

District and its officers, trustees and employees harmless from any such reapportionment of fault. The described duty to defend and indemnify is not intended to run to the benefit of any District liability insurer to the extent such insurer would be responsible for defense costs or indemnity beyond District's deductible or self-insured retention.

X. TERMINATION.

(A) District may, at its sole option, terminate this Agreement and Applicant's right to use the SLA Corridor for nonuse for a period of one (1) year.

(B) The following, as described in this Agreement, shall survive any termination of this Agreement:

(i) All of Applicant's obligations to reimburse any costs incurred by the District;

(ii) All of Applicant's obligations to remove Applicant's improvements and make restoration;

(iii) All of Applicant's obligations to defend and indemnify District and its officer, trustees and employees, as described in this Agreement; and

(iv) All provisions regarding remedies, and limitations of warranties or representations.

(C) Notwithstanding termination, Applicant's use of the SLA Corridor following termination shall not be considered adverse and shall not cause any adverse possessory right or prescriptive right of City to begin to accrue.

XI. REMOVAL OF FACILITIES.

District will reasonably determine what portion of the uses, if any, on the SLA Corridor will be removed upon termination of this Agreement and set a deadline and specifications for removal and restoration. Such removal and restoration will be at the sole expense of the City.

XII. REMEDIES.

(A) Applicant will first submit any claim or dispute to the authorized District representative. If the matter is not resolved satisfactorily, Applicant may submit the dispute or claim in concise written form with any supporting documentation to District's Board of Trustees, or committee assigned by the Board to hear the matter. If the matter is not resolved satisfactorily the dispute or claim will be submitted to non-binding mediation, with a qualified mediator selected by the parties, with each party sharing the cost of that non-binding mediation. After and only if these processes are first followed and Applicant's dispute or claim remains unresolved, an action may be brought in the Third Judicial District Court of the State of Utah In and For Salt Lake

County. Under no circumstances shall District or its officers, trustees or employees be liable for any consequential damages resulting from interruption of Applicant's use of the SLA Corridor.

(B) If improvements are to be removed from the SLA Corridor by Applicant and are not removed timely as described in this Agreement, or items are prohibited under the terms of this Agreement or District policies, District may, after giving City sixty (60) days written notice, remove and dispose of such items from the SLA Corridor, or hire a contractor to do the same, and send City an invoice for the reasonable out of pocket costs of such removal and disposal, to be paid as described in Article III of this Agreement.

(C) The Parties agree that the District would be irreparably harmed in the event any provision of this Agreement was not performed in accordance with the terms of the Agreement and District shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in addition to any other remedy to which they are entitled at law or in equity.

### XIII. INTERPRETATION.

Because the SLA is critical public infrastructure, any ambiguity in this Agreement shall be interpreted in favor of District's full use and enjoyment of the SLA and SLA Corridor, with a minimum of delay, restriction or expense resulting from Applicant's use of the SLA Corridor. In the event of conflict between this Agreement and District written policies, as the same may change from time to time, such District policies shall control.

### XIV. PRESUMPTION.

As against the Applicant, any calculation, determination or interpretation made by District in good faith with respect to this Agreement shall be *prima facie* correct, subject to rebuttal by a preponderance of the evidence.

### XV. SUCCESSORS, ASSIGNS.

City's rights and obligation may not be assigned or transferred. Any attempt to assign shall be considered null and void.

Ridges at Alpine's rights and obligations shall be automatically assigned to the HOA upon the HOA's legal formation. In the event of dissolution of the HOA, the HOA's rights and obligations shall be automatically assigned to the owners of the lots of the Alpine Hollows Subdivision, with all such owners being jointly and severally liable. Ridges at Alpine's rights and obligations may not otherwise be assigned or transferred without the prior written consent of the District, which District is under no obligation to give. Any attempt to assign (other than to the HOA) shall be considered null and void.

XVI. AUTHORITY.

The person(s) signing on behalf of City represents and warrants that they have been duly authorized by formal action of the governing body of City to execute this Agreement on behalf of City. Certifications of the authority of persons signing on behalf of City are attached at Exhibit D.

The person(s) signing on behalf of Ridges at Alpine represents and warrants that they have been duly authorized to execute this agreement on behalf of Ridges at Alpine. Certifications of the authority of persons signing on behalf of Ridges at Alpine are attached at Exhibit E.

XVII. NO WARRANTY.

(A) District makes no warranty or representation, either express or implied, as to the extent or validity of any grant or license contained in this Agreement.

(B) District makes no warranty or representation as to the condition of the SLA Corridor or any District improvements, or the fitness or compatibility of any of the same for use as described above.

XVIII. COMPLIANCE WITH APPLICABLE LAWS.

(A) Applicant shall strictly comply with all applicable Federal, State, and local statutes, rules, regulations, codes, ordinances and other laws.

(B) Applicant shall strictly comply with all of District's policies for non-District use of Salt Lake Aqueduct and Point of the Mountain Aqueduct rights of way, as those policies may change from time to time.

(C) If after reasonable notice from District, Applicant fails to bring Applicant's use of the SLA Corridor into compliance with this Agreement and any applicable Federal, State, and local statutes, rules, regulations, codes, ordinances and other laws, including, but not limited to, District's policies for non-District use of Salt Lake Aqueduct and Point of the Mountain Aqueduct rights of way, District may, at its sole option, effect such compliance and City shall reimburse District as described in Article II above.

XIX. NOTICES.

Any notice required by this Agreement shall be deemed given when mailed or delivered to:

Metropolitan Water District of Salt Lake & Sandy  
Attn: General Manager  
3430 East Danish Road  
Cottonwood Heights, Utah 84093  
Phone: (801) 942-1391  
Email: [rightsofway@mwdsls.gov](mailto:rightsofway@mwdsls.gov)

Draper City  
Attn: City Manager  
1020 East Pioneer Road  
Draper, Utah 84020  
Phone: 801-576-6500  
Email: [mike.barker@draperutah.gov](mailto:mike.barker@draperutah.gov)

The Ridges at Alpine, LLC  
Attn: David Killpack, Manager  
5151 South 900 East, Suite 250  
Salt Lake City, Utah 84117  
Phone: 801-718-3222  
Email: [Davidk@Triumphcmg.com](mailto:Davidk@Triumphcmg.com)

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. Applicant will be responsible to timely provide District with current contact information.

XX. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes any prior negotiations or discussion regarding Applicant's described use of the SLA Corridor, and cannot be altered except through a written instrument signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

DISTRICT:

METROPOLITAN WATER DISTRICT  
OF SALT LAKE & SANDY

\_\_\_\_\_  
Annalee Munsey, General Manager

STATE OF UTAH                                    )  
  : ss.  
COUNTY OF SALT LAKE                    )

On the \_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me Annalee Munsey, and having been first duly sworn by me acknowledged that she is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, that she was duly authorized by the Board of Trustees of the Metropolitan Water District of Salt Lake & Sandy to execute the above Cooperation Agreement for and on behalf of the Metropolitan Water District of Salt Lake & Sandy, and that she executed the above Cooperation Agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy.

\_\_\_\_\_  
NOTARY PUBLIC

CITY:

\_\_\_\_\_  
Troy Walker, Mayor

\_\_\_\_\_  
Nicole Smedley, Recorder

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

On the \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me Troy Walker and Nicole Smedley and being first duly sworn, acknowledged that they are the Mayor and City Recorder, respectively, of Draper, Utah, and that they have been duly authorized through an affirmative vote of the City Council of Draper, Utah to execute the above Cooperation Agreement for and on behalf of Draper, Utah.

\_\_\_\_\_  
NOTARY PUBLIC

RIDGES AT ALPINE:

\_\_\_\_\_  
David Killpack, Manager

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

On the \_\_\_\_ day of \_\_\_\_\_, 2025 personally appeared before me David Killpack, the Manager of The Ridges at Alpine, LLC and having been first duly sworn, acknowledges that they have been duly authorized to execute the foregoing Cooperation Agreement for and on behalf of The Ridges at Alpine, LLC.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT A  
Alpine Hollow Way Road Dedication Plat



EXHIBIT B  
Salt Lake Aqueduct Plan and Profile, Sheet PP-7

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

Last Update: August 8, 2023

Applicant 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 Applicant and all of Applicant’s contractors and subcontractors shall maintain limits no less than:

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

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

**2. AUTOMOBILE LIABILITY:**

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

**3. WORKERS’ COMPENSATION and EMPLOYERS LIABILITY:**

- i. Workers’ compensation statutory limits.
- ii. Employers Liability statutory limits.

**4. CONTRACTORS POLLUTION LIABILITY:**

- i. \$1,000,000 Per Claim
- ii. \$1,000,000 Aggregate
- iii. Coverage applies to this project individually.

**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 Applicant 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, Applicant 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. OTHER INSURANCE PROVISIONS**

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

1. District, its trustees, officers, and employees are to be covered as additional insureds as respects: claims arising out of any activities conducted on District lands or interests in lands including products completed. The coverage shall contain no special limitations on the scope of protection afforded to District, 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 the District, 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 the District.

**E. VERIFICATION OF COVERAGE**

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

**F. APPLICANT STRICTLY LIABLE FOR COMPLIANCE OF CONTRACTORS**

Applicant shall see that each of Applicant's contractors, subcontractors, and permittees complies with these insurance requirements, and Applicant shall be strictly liable for any failure of such contractors and subcontractors to meet these requirements.

**G. PERFORMANCE AND PAYMENT BONDS**

All persons and entities performing any work on District lands or District's interest in lands will provide performance and payment bonds for the full sum of their contracts, naming the District as co-obligee.

EXHIBIT D  
CITY'S AUTHORITY RESOLUTION

EXHIBIT E  
THE RIDGES AT ALPINE, LLC AUTHORITY RESOLUTION



## **Consider approval of Addendum No. 2 to Cooperation Agreement with Draper City**

**Background:** In 2012, the District and Draper City entered into a cooperation agreement for trails in the Corner Canyon area. The agreement was expanded in 2019 to include new trails installed with development on the north side of Traverse Ridge. The proposed Alpine Hollow Development is located on the south side of Traverse Ridge in Draper and is the subject of the previous agenda item.

Addendum No. 2 to the cooperation agreement with Draper City will address current and future trail use, and District access to the same, including the south side of Traverse Ridge where the Alpine Hollow Development is located (Tract 345).

**Committee Activity:** The Engineering Committee did not previously discuss this item.

**Recommendation:** Approve Addendum No. 2 to Cooperation Agreement with Draper City.

**Attachment:**

- Addendum No. 2 to Cooperation Agreement with Draper City

*Last Update: February 12, 2025*

When Recorded Return to:  
Metropolitan Water District of Salt Lake & Sandy  
Attn: General Manager  
3430 East Danish Road  
Cottonwood Heights, Utah 84093-2139

*Application No.: S-09-1078.2*  
*Version: 03-08-18*

**Utah County Parcel Nos.: 110170114, 110090046, 110090047, 110020152**

## **ADDENDUM No. 2 TO COOPERATION AGREEMENT**

This Addendum No. 2 to Cooperation Agreement is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the Metropolitan Water District of Salt Lake & Sandy (“District”) and Draper City (“City”).

### **ADDENDUM PURPOSES**

District owns and operates the Salt Lake Aqueduct (“SLA”) and SLA Corridor (“Aqueduct Corridor”) and certain improvements located within or on the Aqueduct Corridor. District is a subdivision of the State of Utah responsible for transporting and treating public water, and as such District has regulatory authority to protect the Aqueduct, Aqueduct Corridor, District improvements and operations, and District water.

City is currently using District’s Aqueduct Corridor pursuant to a Cooperation Agreement (“Agreement”) between District and City dated August 28, 2012 and recorded August 29, 2012 as Entry 11460100, Book 10050, Pages 5837 to 5867 in the records of the Salt Lake County Recorder, Application No. S-09-1078. The Agreement was amended by Addendum No. 1 to Cooperation Agreement dated March 6, 2019 and recorded March 14, 2019 as Entry 12949253, Book 10760, Pages 4294 to 4301 in the records of the Salt Lake County Recorder.

City desires to include existing trails to its public, non-motorized trail system across portions of the SLA Corridor, including the Fango Trail, Two Hollows Trail, Mercer Hollow Trail, and Eagle Crest Trail. No changes are proposed to the maintenance and security plans.

NOW, THEREFORE, in consideration of the mutual covenants described in the Agreement as amended by Addendum No. 1 and this Addendum, the parties hereby amend the Agreement as follows:

1. Amend Paragraph III(B) of the Agreement to include the following:

District shall have the non-exclusive right of use of city maintenance trails and roads for the purposes of ingress and egress for the District to the SLA Corridor.





\_\_\_\_\_  
NOTARY PUBLIC

CITY:

\_\_\_\_\_  
Troy K. Walker, Mayor

\_\_\_\_\_  
Nicole Smedley, City Recorder

STATE OF UTAH                    )  
  : ss.  
COUNTY OF UTAH                )

On the \_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me Troy K. Walker and Nicole Smedley, who having first been duly sworn acknowledged that they are the Mayor and City Recorder, respectively, of Draper City and they are duly authorized to sign the foregoing Addendum No. 2 to Cooperation Agreement on behalf of Draper City, and that they signed the same on behalf of Draper City.

\_\_\_\_\_  
NOTARY PUBLIC

**Exhibit A**  
**SLA Corridor Legal Description(s)**

City's use of the SLA Corridor shall be expanded to include those portions of the SLA Corridor shown on the drawings attached as Exhibit B. City's trail use previously included portions of SLA Tracts 407B, 407, 406, 405, 404, 403, 402, 401, 400, 349B, 349A, 348B, and 348A. City's use is expanded to include portions of Tracts 347, 346B, 346A, and 345.

**Tract 345 (District Fee):**

A strip of land Fifty (50.0) Feet wide and included between two lines extended to the property lines and everywhere equally distant Twenty-five (25.0) Feet on each side of that portion of the following described center line of the Alpine-Draper Tunnel between Station 2+29.6 to Station 25+32.6, measured at right angles thereto. Said center line is more particularly described as follows:

Beginning at Station 2+29.6, a point in the West Half of the Northwest Quarter (W<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>) of Section Twenty-three (23), and the Northeast Quarter of the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>) of Section Twenty-two (22), all in Township Four (4) South, Range One (1) East, Salt Lake Base and Meridian, from which point the Northwest corner of said Section 23 bears North One Thousand Nine Hundred Eighty-four and Three-tenths (1,984.3) Feet and West Five Hundred Ninety (590.0) Feet; thence North 30°30' West Twenty-three Hundred Three (2303.0) Feet to Station 25+32.6, from which point the Northeast corner of said Section 22 bears East Five Hundred Seventy-eight and Eight-tenths (578.8) Feet.

**Tract 346A / 346B (District Fee):**

A strip of land fifty (50) feet wide and included between two lines extended to the property lines and everywhere equally distant Twenty-five (25.0) feet on each side of that portion of the following described center line of what is known as Alpine-Draper Tunnel between Station 25+32.6 to Station 71+28.5, measured at right angles thereto. Said center line is more particularly described as follows:

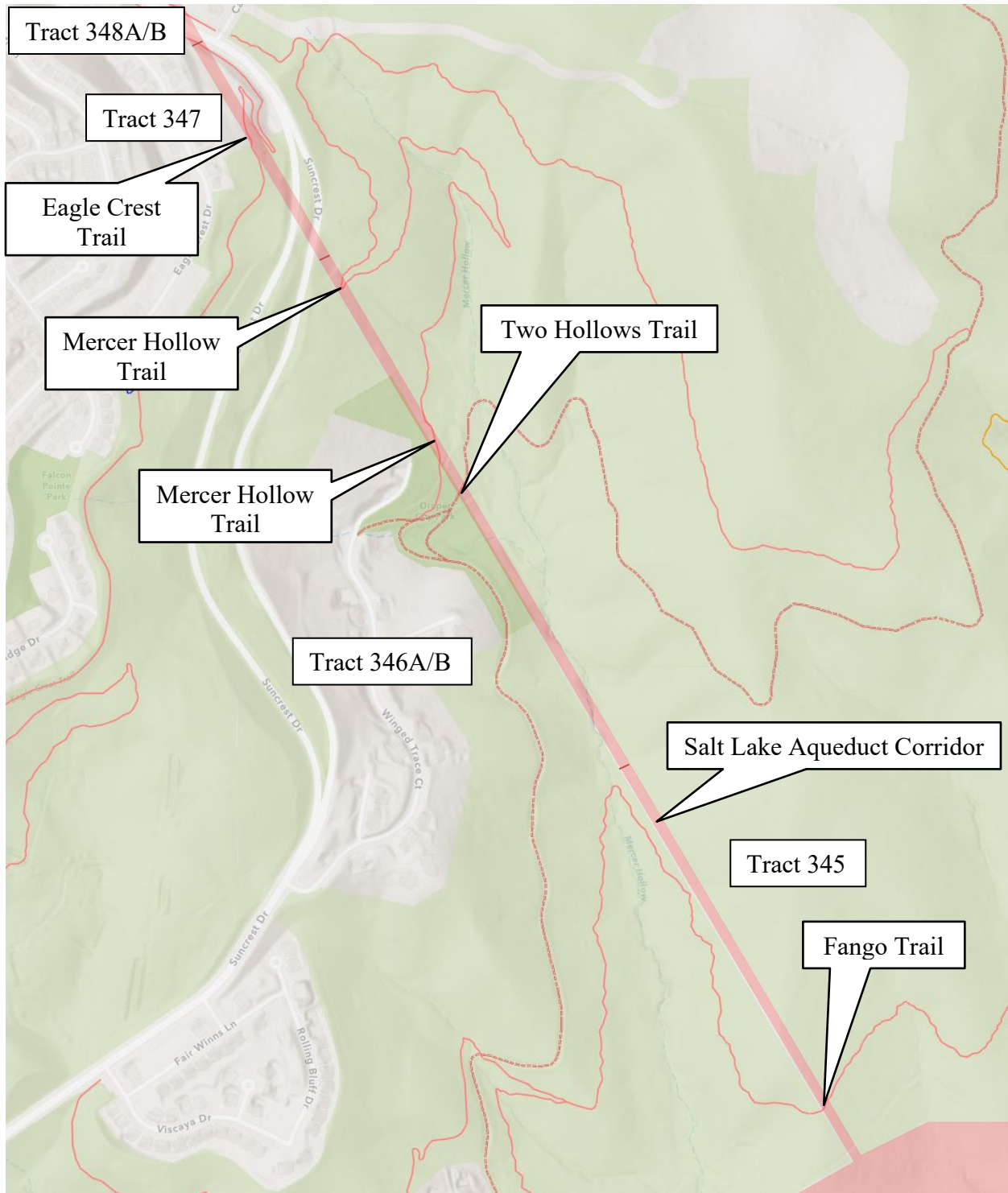
Beginning at Station 25+32.6, a point in the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of Section Fifteen (15), Township Four (4) South, Range One (1) East, Salt Lake Base and Meridian, from which point the Southeast corner of said Section 15 bears East Five Hundred Seventy-eight and Eight-tenths (578.8) feet; thence North 30°30' West Forty-five Hundred Ninety-five and Nine-tenths (4595.9) feet to Station 71+28.5, from which point the Southeast corner of said Section 15 bears South Thirty-nine Hundred Sixty (3960.0) feet and East Twenty-nine Hundred Eleven and Five-tenths (2911.5) feet.

**Tract 347 (District Fee):**

A strip of land Fifty (50.0) Feet wide and included between two lines extended to the property lines and everywhere equally distant Twenty-five (25.0) Feet on each side of that portion of the following described center line of what is known as Alpine-Draper Tunnel between Station 71+28.5 to Station 86+60.5, measured at right angles thereto. Said center line is more particularly described as follows:

Beginning at Station 71+28.5, a point in the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section Fifteen (15), Township Four (4) South, Range One (1) East, Salt Lake Base and Meridian, from which point the Southeast corner of said Section 15 bears Thirty-nine Hundred Sixty (3960.0) feet and East Twenty-nine Hundred Eleven and Five-tenths (2911.5) feet; thence North 30°30' West Fifteen Hundred Thirty-two (1532.0) Feet to Station 86+60.5, a point from which point the Southeast corner of said Section 15 bears South Fifty-two Hundred Eighty (5280.0) Feet and East Thirty-six Hundred Eighty-nine (3689.0) Feet; containing 1.75 acres, more or less.

**Exhibit B  
Additional Draper Trails**





## Consider approval of Amendment No. 1 to Professional Services Agreement for Engineering Services During Construction

**Background:** On February 26, 2024 the Board approved a professional services agreement for \$1,993,086 to Hazen and Sawyer to provide engineering services during construction (ESDC) for the Salt Lake Aqueduct Replacement – Cottonwoods Conduits (SLAR-CC) project. A series of factors, including additional construction administration, construction delays, change orders related to the Little Cottonwood Conduit, and more-than-anticipated materials testing strained that initial anticipated scope.

Amendment No. 1 for ESDC is for \$1,551,391 and serves to fill this gap, including an estimated project extension for the SLAR to June 2027. This extension is currently being negotiated with the contractor and is anticipated to come before the board in March. Additionally, the anticipated construction schedule for the Cottonwoods Conduit Reach 1 (CC-1) was not achieved by the contractor. CC-1 will be completed in 2025.

Typically, ESDC cost should run between 1% and 10% of a project's construction cost, dependent upon complexity. Hazen's original scope was 2.8% of the bid construction cost (i.e., not including change orders). With this addendum, the scope is now 5.0% of bid construction cost.

Staff worked with the consultant to reasonably determine and account for a variety of scenarios to capture ESDC needs through the end of the project.

If approved, the amendment will be accounted for in budgets for FY2026 and FY2027. Project costs for FY2025, including this amendment, are anticipated to fall within existing budget

**Committee Activity:** The Engineering Committee discussed this item on February 4, 2025 and recommends approval of Addendum No. 1 as described above.

**Recommendation:** Approve Amendment No. 1 to the Professional Services Agreement for Engineering Services During Construction for the SLAR-CC in the amount of \$1,551,391.

**Attachment:**

- ESDC Amendment 1 scope

*Last Update: February 11, 2025*

January 13, 2025

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

**Re: Construction Services – Cottonwoods Connection Project, Amendment 1**

Dear Mr. Stevens:

Hazen submits this Amendment 1 for Engineering Services During Construction (ESDC) for the Cottonwoods Connection Project. A summary of the scope changes includes:

- Additional Construction Administration, including regular progress meetings, to accommodate schedule extensions for all three Bid Schedules.
- Schedule A:
  - COP's late start, with 1,500 LF delayed to 2025.
  - COP's struggles with cyclone sand compaction; for perspective, to our knowledge this is the first time cyclone sand has been used in the pipe zone for seismic performance and it took the pipe crews longer than anticipated to dial in their means and methods.
  - Significant night work.
- Schedule B:
  - CC-2 pushed to late 2025 to accommodate CC-1's delay.
- Schedule C:
  - Whitaker's late start and associated revised finish date of June 2027 instead of September 2026 (increase of nine months).
- Providing a more experienced Project Representative (Rob Hall, 20+ years of exp); Rob will serve as both Project Representative and Resident Engineer, with the previous Resident Engineer providing office support and occasional field support.
- Additional materials testing, including compaction and welding inspections:
  - Full-time Certified Welding Inspector for the seismic areas.
  - Additional compaction tests for the cyclone sand.
  - Spot soils testing for SLEDS compliance.

Enclosed for your review and approval is Hazen's proposed additional budget with a detailed estimate to complete. The total amended amount proposed for these services is as follows:

- |   |                           |
|---|---------------------------|
| ● Original budget through September 2026:                     | \$1,993,086               |
| ● Budget remaining as of December 1, 2024 (estimated):        | \$1,204,159               |
| ● Estimate to Complete (ETC) from December 2024 to June 2027: | \$2,755,550               |
| ● Required Amendment (ETC less remaining budget):             | <b><u>\$1,551,391</u></b> |

Sincerely,



Jeremy Williams, PE  
Project Manager/Associate Vice President

Remaining work to be completed as of 11/15/24

Station				LF	Comments	Fee impacts		
Station	Station	LF	Comments			QTI	IGES	OCI
<b>COP</b>								
<b>CC-1</b>								
20050	21500	1,450	cyclone sand pipe zone, native trench zone, asphalt after pipe is complete, full asphalt replacement curb-to-curb, Nutree to Wasatch			QTI = 3 months @ \$ 6,000 /mo = \$ 18,000		
						IGES = 3 months @ \$ 15,000 /mo = \$ 45,000		
						OCI = 3 months @ \$ 23,000 /mo = \$ 69,000		
<b>CC-2</b>								
30000	31900	1,900	cyclone sand pipe zone, native trench zone, asphalt			IGES = 3 months @ \$ 12,500 /mo = \$ 37,500		
<b>Whitaker</b>								
<b>CC-2</b>								
			Vault					
<b>LCC</b>								
50000	51100	1,100	CLSM pipe zone, native trench zone, no asphalt			IGES = 2 months @ \$ 10,000 /mo = \$ 20,000		
<b>SLA</b>								
40000	40150	150	CLSM pipe zone, native trench zone, no asphalt			IGES = 2 months @ \$ 12,500 /mo = \$ 25,000		
40150	40935	785	CLSM pipe zone, native trench zone, yes asphalt					
<b>SLAR</b>								
1000	2200	1,200	CLSM pipe zone, native trench zone, little asphalt					
2200	2700	500	CLSM pipe zone, native trench zone, yes asphalt					
2700	4300	1,600	CLSM pipe zone, native trench zone, road and driveway crossings					
4300	6100	1,800	screened (3/8 minus) pipe zone, native trench zone, no asphalt			Seismic QTI = 3 months @ \$ 6,000 /mo = \$ 18,000		
6100	7100	1,000	CLSM pipe zone, native trench zone, road and driveway crossings			OCI = 3 months @ \$ 23,000 /mo = \$ 69,000		
7100	7600	500	CLSM pipe zone, native trench zone, back yards					
7600	8600	1,000	CLSM pipe zone, native trench zone, asphalt, driveways, sidewalks					
8600	10100	1,500	CLSM pipe zone, native trench zone, no asphalt					
10100	10800	700	CLSM pipe zone, native trench zone, front yards, road			Seismic		
10800	12050	1,250	screened (3/8 minus) pipe zone, native trench zone, no asphalt			QTI = 2 months @ \$ 6,000 /mo = \$ 12,000		
12050	12650	600	CLSM pipe zone, native trench zone, back yards			OCI = 2 months @ \$ 23,000 /mo = \$ 46,000		
12650	13840	1,190	CLSM pipe zone, native trench zone, yes asphalt					
						<b>\$ 48,000</b>	<b>\$ 427,500</b>	<b>\$ 184,000</b>





	Ben Romero	Jeremy Williams	Jeremy Borchardt	Ryan Oberg	Rob Hall	Maggie Shalvoy	Josh Wagstaff	Victor Panez	Darren Call	Bethany Lamy	Mark Thinner	Tonly Galterio
	PIC	Project Manager	Design Manager	Technical Advisor	Project Representative	Resident Engineer	Project Support	CAD/BIM Lead	Proc/Mech CAD	Civil Lead	Civil CAD	Structural Lead
	\$295	\$295	\$275	\$275	\$205	\$165	\$205	\$175	\$155	\$190	\$205	\$265
<b>Task 100: CM Project Management</b>												
110 Project Management and Coordination		832		208								
120 Preconstruction Meeting												
<b>TASK 1 - SUBTOTAL</b>	<b>0</b>	<b>832</b>	<b>0</b>	<b>208</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Task 200: Engineering Services During Construction</b>												
210 ESDC's Office Services		832	80	416		1664	120			80	120	20
220 ESDC's Field Services					3840							
230 Record drawings		24	40		24	40		24	40	40	40	
240 Operations and Maintenance Manuals		24	16		40	40						
250 Warranty Period Services		8			16	40						
<b>TASK 2 - SUBTOTAL</b>	<b>0</b>	<b>888</b>	<b>136</b>	<b>416</b>	<b>3920</b>	<b>1784</b>	<b>120</b>	<b>24</b>	<b>40</b>	<b>120</b>	<b>160</b>	<b>20</b>
<b>TOTAL BASE FEE (TASKS 1-2)</b>	<b>0</b>	<b>1720</b>	<b>136</b>	<b>624</b>	<b>3920</b>	<b>1784</b>	<b>120</b>	<b>24</b>	<b>40</b>	<b>120</b>	<b>160</b>	<b>20</b>



Hazen	Sam Ingram	Joe Kasischke	Chris Thunhorst	Kelby Lang	Adam Butts	Travis Rose	Brenda Kearl	Hazen			
	Structural Support	Structural CAD	Electrical Lead	Electrical Eng./CAD	I&C Lead	I&C Eng./CAD	Admin	Labor Hours	Labor Cost	ODCs	Subtotal
	\$175	\$175	\$295	\$175	\$235	\$155	\$95				
<b>Task 100: CM Project Management</b>											
110 Project Management and Coordination							40	1080	\$306,440	\$ 4,200	\$310,640
120 Preconstruction Meeting								0	\$0		\$0
<b>TASK 1 - SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>1080</b>	<b>\$ 306,440</b>	<b>\$ 4,200</b>	<b>\$ 310,640</b>
<b>Task 200: Engineering Services During Constr</b>											
210 ESDC's Office Services	40		24	24	40	80	80	3620	\$773,780		\$773,780
220 ESDC's Field Services								3840	\$787,200	\$ 16,220	\$803,420
230 Record drawings	4	24	4	24	8	40	16	392	\$75,680	\$ 750	\$76,430
240 Operations and Maintenance Manuals			4	16	16	24	16	196	\$39,260	\$ 500	\$39,760
250 Warranty Period Services							4	68	\$12,620	\$ 250	\$12,870
<b>TASK 2 - SUBTOTAL</b>	<b>44</b>	<b>24</b>	<b>32</b>	<b>64</b>	<b>64</b>	<b>144</b>	<b>116</b>	<b>8116</b>	<b>\$ 1,688,540</b>	<b>\$ 17,720</b>	<b>\$ 1,706,260</b>
<b>TOTAL BASE FEE (TASKS 1-2)</b>	<b>44</b>	<b>24</b>	<b>32</b>	<b>64</b>	<b>64</b>	<b>144</b>	<b>156</b>	<b>9196</b>	<b>\$ 1,994,980</b>	<b>\$ 21,920</b>	<b>\$ 2,016,900</b>



Hazen	Gerhart Cole	OCI	IGES	ICG	QTI	GSBS			
	Geotech	CWI	Materials	Corrosion	Welds	Landscape Consulting	Sub Subtotal	Markup Subtotal	Grand Total
<b>Task 100: CM Project Management</b>									
110 Project Management and Coordination							\$ -	\$ -	\$ 310,640
120 Preconstruction Meeting							\$ -	\$ -	\$ -
<b>TASK 1 - SUBTOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 310,640
<b>Task 200: Engineering Services During Constr</b>									
210 ESDC's Office Services							\$ -	\$ -	\$ 773,780
220 ESDC's Field Services	\$12,000	\$184,000	\$427,500		\$48,000		\$ 671,500	\$ 67,150	\$ 1,542,070
230 Record drawings							\$ -	\$ -	\$ 76,430
240 Operations and Maintenance Manuals							\$ -	\$ -	\$ 39,760
250 Warranty Period Services							\$ -	\$ -	\$ 12,870
<b>TASK 2 - SUBTOTAL</b>	\$ 12,000	\$ 184,000	\$ 427,500	\$ -	\$ 48,000	\$ -	\$ 671,500	\$ 67,150	\$ 2,444,910
<b>TOTAL BASE FEE (TASKS 1-2)</b>	\$ 12,000	\$ 184,000	\$ 427,500	\$ -	\$ 48,000	\$ -	\$ 671,500	\$ 67,150	\$ 2,755,550

remaining	10/31/2024	\$1,321,184
estimated	November 24	\$117,025
Required Amendment		\$ 1,551,391



# FY2025 CAPITAL PROJECTS REPORT

February 2025

*Last Update: February 12, 2025*

## Routine Non-Capacity Improvement Projects

Salt Lake Aqueduct Replacement Reach 1 – Cottonwoods Conduits (SA061)

*Purpose:* New pipeline to connect LCWTP and BCWTP and for Phase 1 of SLAR.

*Update:*

Construction: COP Construction is approximately 64% complete with CC-1, for which work is paused until the spring. Whitaker Construction is installing the LCC replacement pipe north of 10 Million Gallon Reservoir and the CC-1 vault near Fort Union Boulevard and Nutree Drive.

Easement Acquisition: Occupancy is in place for all but eight properties. Staff is actively engaged with all of these.



Feb 2: Rebar and forms for CC-1 vault walls is installed.



Feb 2: The Little Cottonwood Conduit is being relocated for the new SLAR alignment.



## Cottonwoods Connection Budget Update

Design (Consultant)						
Agreement	Consultant	Contract	Spend to Date	% Complete		
Public Involvement	Wall Consulting Group	\$ 108,389	\$ 83,345	76.9%		
Engineering Services	Hazen and Sawyer	\$ 3,676,581	\$ 3,455,429	94.0%		
		Total: \$ 3,784,970	\$ 3,538,774	93.5%		
Cost Share Totals by Fiscal Year		FY22	FY23	FY24	FY25	Total
MWDSLS <sup>1</sup>		\$ 25,254	\$ 1,266,603	\$ 948,726	\$ -	\$ 2,240,584
SLCDPU		\$ 16,058	\$ 935,328	\$ 346,805	\$ -	\$ 1,298,190
	Total:	\$ 41,312	\$ 2,201,931	\$ 1,295,531	\$ -	\$ 3,538,774

<sup>1</sup> MWDSLS design costs were paid up front by SLCDPU and will be reimbursed during construction.

Right of Way Acquisition <sup>2</sup>						
Service	Consultant	Contract	Spend to Date	% Complete		
ROW Consulting	Davenport Consulting PLLC	\$ 97,350	\$ 51,150	52.5%		
Land Survey and Mapping	Meridian Engineering, Inc.	\$ 26,310	\$ 21,240	80.7%		
Land Survey and Mapping	Meridian Engineering, Inc.	\$ 4,320	\$ 12,060	279.2%		
Land Acquisition	Various Property Owners	\$ 3,200,000	\$ 2,691,396	84.1%		
		Total: \$ 3,327,980	\$ 2,775,846	83.4%		
Total by Fiscal Year		FY22	FY23	FY24	FY25	Total
MWDSLS <sup>2</sup>		\$ -	\$ -	\$ 1,273,366	\$ 1,502,480	\$ 2,775,846
SLCDPU		\$ -	\$ -	\$ -	\$ -	\$ -
	Total:	\$ -	\$ -	\$ 1,273,366	\$ 1,502,480	\$ 2,775,846

<sup>2</sup> Right of Way Acquisition is 100% paid by MWDSLS.

Construction (Contractor)						
Service	Consultant	Contract	Spend to Date <sup>3</sup>	% Complete		
Schedule A/B	COP Construction	\$ 13,081,096	\$ 7,270,774	55.6%		
Schedule C	Whitaker Construction	\$ 57,467,265	\$ 3,484,200	6.1%		
		Total: \$ 70,548,361	\$ 10,754,974	15.2%		
Fiscal Year Summary by Schedule <sup>3</sup>		FY22	FY23	FY24	FY25	Total
Schedule A/B		\$ -	\$ -	\$ 2,250,217	\$ 5,020,556	\$ 7,270,774
Schedule C		\$ -	\$ -	\$ 482,133	\$ 3,002,067	\$ 3,484,200
	Total	\$ -	\$ -	\$ 2,732,350	\$ 8,022,624	\$ 10,754,974
Fiscal Year Summary by Share <sup>3</sup>		FY22	FY23	FY24	FY25	Total
MWDSLS <sup>4</sup>		\$ -	\$ -	\$ 365,756	\$ 2,277,430	\$ 2,643,186
SLCDPU <sup>5</sup>		\$ -	\$ -	\$ 2,366,594	\$ 6,314,701	\$ 8,681,295
	Total	\$ -	\$ -	\$ 2,732,350	\$ 8,022,624	\$ 10,754,974

<sup>3</sup> Costs shown include retention.

<sup>4</sup> Costs associated with Schedule C are split 110/145 MWDSLS and 35/145 SLCDPU.

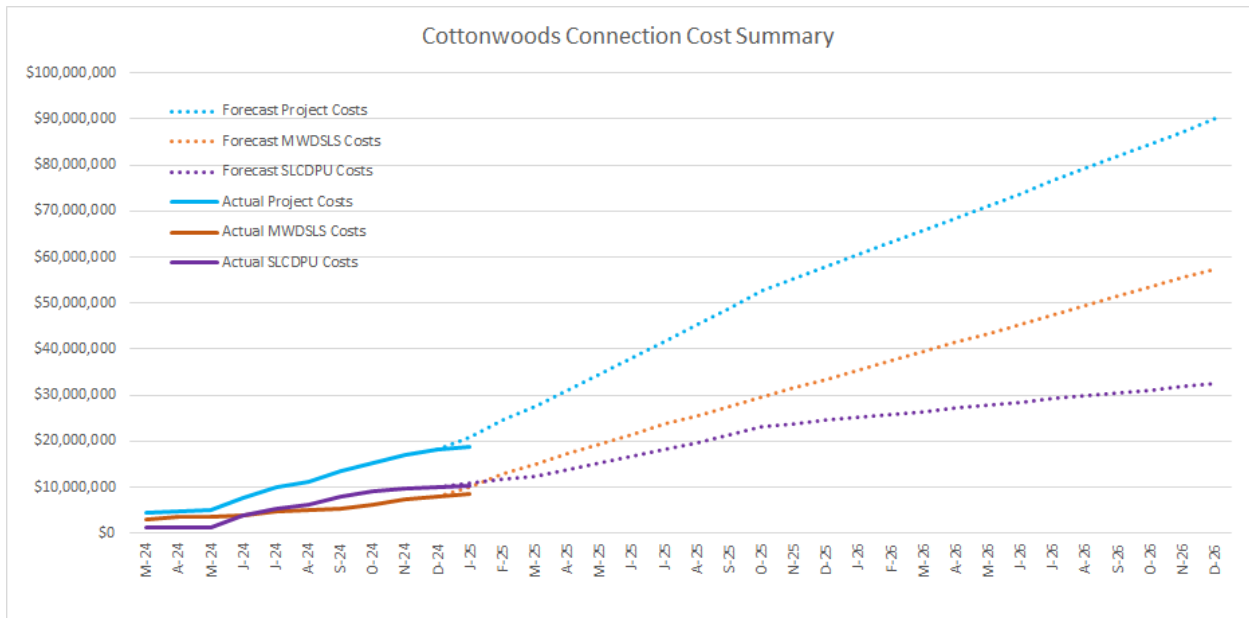




Total Project Costs					
Service	Budget	Contract	Spend to Date	% Complete	
Design (Consultant)	\$ 2,463,525	\$ 3,784,970	\$ 3,538,774	93.5%	
Right of Way Acquisition	\$ 3,327,980	\$ 3,327,980	\$ 2,775,846	83.4%	
Construction (Contractor) note <sup>9</sup>	\$ 70,328,832	\$ 70,548,361	\$ 10,754,974	15.2%	
Construction (Consultant)	\$ 2,105,446	\$ 2,105,446	\$ 1,003,607	47.7%	
Miscellaneous	\$ 107,050	\$ 107,050	\$ 41,398	38.7%	
Consulting Service	\$ -	\$ -	\$ -	0.0%	
Utility Relocation	\$ 685,926	\$ 685,926	\$ 13,555	2.0%	
Project Contingency note <sup>10</sup>	\$ 7,054,836				
<b>Total:</b>	<b>\$ 86,073,594</b>	<b>\$ 80,559,733</b>	<b>\$ 18,128,154</b>	<b>22.5%</b>	
<b>Contingency Analysis:</b>		Contingency Allocated via Addenda:	\$ 1,540,974	21.8%	
		Contingency Allocated via Overruns:	\$ 24,613	0.3%	
		<b>Total Contingency Allocated:</b>	<b>\$ 1,565,587</b>	<b>22.2%</b>	
<b>Budget Analysis: Project</b>		Project Spend to Date:	\$ 18,128,154	21.1%	
		Project Retention to Date:	\$ 465,536	0.5%	
		Project Paid to Date:	\$ 17,634,715	20.5%	
<b>Budget Analysis: Construction</b>		Construction Spend to Date:	\$ 10,754,974	15.3%	
		Construction Retention to Date:	\$ 465,536	0.7%	
		Construction Paid to Date:	\$ 10,289,438	14.6%	
<b>Fiscal Year Summary by Share</b>					
	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>Total</b>
MWDSLS	\$ 25,254	\$ 1,288,379	\$ 2,649,618	\$ 4,076,908	\$ 8,040,158
SLCDPU	\$ 16,058	\$ 936,490	\$ 2,812,803	\$ 6,891,945	\$ 10,657,295
<b>Total:</b>	<b>\$ 41,312</b>	<b>\$ 2,224,868</b>	<b>\$ 5,462,420</b>	<b>\$ 10,399,553</b>	<b>\$ 18,128,154</b>

<sup>9</sup> Costs shown include retention.

<sup>10</sup> Contingency as defined by District during construction agreements



The forecast project costs are based on December 2024 construction schedules provided by the contractors.





## Salt Lake Aqueduct Replacement Reaches 2 and 3 (SA063)

*Purpose:* Project scoping for a new pipeline to provide resiliency to the SLA and meet contractual delivery obligations.

*Update:* BRIC award documents are signed. Staff is preparing a Request for Qualifications.

District Project Manager:	Ammon Allen
Design Engineer:	TBD
Preliminary Design Completion Date:	November 11, 2027
FY25 Budget:	\$200,000.00
FY25 Contract Amount:	TBD
Change Orders / Percent:	\$0.00 / 0.0%
Spent to Date:	\$0.00
Other Costs:	\$0.00
FY25 Expenses to Date / Percent Spent:	\$0.00 / 0.0%

## Salt Lake Aqueduct Hardening (SA062)

*Purpose:* Preliminary design to evaluate replacement and slip-lining of the SLA for seismic stability.

*Update:* A geotechnical hazard workshop was held on January 30. Pipe rehabilitation and slip-lining options will be discussed at a workshop on February 20.

District Project Manager:	Kelly Stevens
Design Engineer:	Bowen Collins & Assoc.
Preliminary Design Completion Date:	December 31, 2025
Project Budget:	\$2,000,000.00
Contract Amount:	\$2,000,000.00
Change Orders / Percent:	\$0.00 / 0.0%
Spent to Date:	\$386,441.86
Other Costs:	\$0.00
FY25 Expenses to Date / Percent Spent:	\$386,441.86 / 19.3%



### Little Cottonwood Conduit Replacement and Intake Modifications (LC069)

*Purpose:* Preliminary design to replace the raw water LCC and modify the lower intake structure.

*Update:* The consultant is breaking the project into individual pieces, with priorities and costs, to help staff determine the immediate construction scope.

District Project Manager:	Gardner Olson	
Design Engineer:	Bowen Collins & Assoc.	
Preliminary Design Completion Date:	June 30, 2024	
	FY24	FY25
Budget:	\$200,000	\$1,000,000.00
Contract Amount (to date):	\$200,000	\$54,324.00
Change Orders / Percent:	\$0.00 / 0.0%	\$0.00 / 0.0%
Spent (to date):	\$139,955.17	\$58,192.01
Other Costs:	\$0.00	\$0.00
Total Expenses to Date / Percent Spent:	\$198,147.18 / 16.5%	

### Little Cottonwood Water Treatment Plant Administration Campus Improvements (LC071)

*Purpose:* Design of a new server room and improve Administration Building landscaping and parking.

*Update:* The consultant is developing a scope and fee for exterior construction, including parking and landscaping. The server room is being evaluated.

District Project Manager:	Ammon Allen
Design Engineer / Contractor:	GSBS Architects
Final Completion Date:	June 30, 2025
FY25 Budget:	\$250,000.00
Contract Amount:	\$54,960.00
Change Orders / Percent:	\$0.00 / 0.0%
Spent to Date:	\$22,610.00
Other Costs:	\$0.00
Expenses to Date / Percent Spent:	\$22,610.00 / 9.0%

### Fleet Program Replacement

*Purpose:* Replace three pick-ups.

*Update:* Procurement is complete; all three vehicles are in service.

District Project Manager:	Michael Carter
Project Budget:	\$185,000.00
Project Spent to date:	\$170,702.70 / 92.3%



## Little Dell Dam Improvements

*Purpose:* Improvements as identified by Salt Lake City Department of Public Utilities.

*Update:* No report of work to date.

District Project Manager:	Bernard Mo, SLCDPU
Project Budget:	\$430,000.00
Project Spent to date:	\$0.00 / 0.0%

## Repair and Replace

### LCWTP Ozone Control Valve Replacement

*Purpose:* This is year two of four to replace the LCWTP ozone system control valves. Some of these valves will be replaced and others reconditioned. New valves fall within the capital budget.

*Update:* No progress to date.

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

### LCWTP Chlorinators Replacement

*Purpose:* Parts for the LCWTP chlorinators are no longer available, and staff was unsuccessful in finding compatible replacements. The chlorinators will be replaced two per year for three years.

*Update:* Staff is meeting with vendors to review equipment options.

District Project Manager:	Andy Reidling
Project Budget:	\$30,000.00
Project Spent to date:	\$0.00 / 0.0%



## POMWTP Perimeter Fence

*Purpose:* The POMWTP is fenced on the north and east. Security concerns suggest the need to fence the south and west sides of the plant.

*Update:* Construction began on January 24, 2025.

District Project Manager:	Augusto Robles
Contractor:	Vinyl Industries
Final Completion Date:	May 31, 2025
Project Budget:	\$160,000.00
Contract Amount:	\$108,661.00
Spent to Date:	\$0.00
Other Costs:	\$0.00
Project Spent to date:	\$0.00 / 0.0%

## Annual Network Server Replacement

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

*Update:* Staff is obtaining quotes and preparing to purchase new servers.

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

## LCWTP UPS Replacement

*Purpose:* The uninterruptable power supply in the LCWTP pipe gallery is in need of replacement.

*Update:* The equipment is on order.

District Project Manager:	Scot Collier
Project Budget:	\$100,000.00
Project Spent to date / Percent Spent:	\$0.00 / 0.0%



## Real Property Acquisition

*Purpose:* The District was approached with the option to purchase property along the SLA Corridor. The property is partially encumbered by District easement. Procurement of this property may be advantageous for protecting the SLA and its future refurbishment and/or replacement(s).

*Update:* The purchase was completed on January 31, 2025.

District Project Manager:	Ammon Allen
Project Budget <sup>1</sup> :	\$775,000.00
Project Spent to date / Percent Spent:	\$760,194.75 / 98.1%

<sup>1</sup> The budget was modified by capital transfer on January 26, 2025.

## LCWTP UPS Replacement

*Purpose:* Install a roof top HVAC unit to cool the POMWTP ozone generation building.

*Update:* The project is complete.

District Project Manager:	Scot Collier
Project Budget <sup>1</sup> :	\$35,000.00
Project Spent to date / Percent Spent:	\$33,009.00 / 94.3%

<sup>1</sup> The budget was added by capital transfer on January 26, 2025.

## Miscellaneous

*Purpose:* This item is set aside for unanticipated capital expenditures.

*Update:* A check valve was purchased for the LCWTP clear well.

District Project Manager:	Ammon Allen
Project Budget:	\$100,000.00
Project Spent to date / Percent Spent:	\$13,921.57 / 13.9%



## Capacity Improvement Projects

### Managed Aquifer Recharge Pilot Testing and Phase 1 (LC063)

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

*Update:* The well house is constructed. Electrical work is in process. Electrical cabinets are backordered into February 2025. The pump will arrive in March 2025 and the transformer in April 2025.

Design				
District Project Manager:	Ammon Allen			
Design Engineer:	Hansen, Allen and Luce			
Final Completion Date:	December 31, 2024			
Implementation Plan Spent (FY21):	\$78,487.55			
Engineering Design Contract Amount:	\$961,937.15			
Fiscal Year:	2022	2023	2024	2025
Spent to date:	\$78,431.03	\$420,598.75	\$243,698.30	\$26,943.01
Engineering Design Spent to date:	\$769,671.09 / 80.0%			

Wells Construction	
Contractor:	Hydro Resources
Final Completion Date:	June 30, 2024
Contract Amount:	\$3,674,441.00
Change Orders / Percent:	-\$321,449.97 / -8.75%
Total Spent:	\$3,352,991.03 / 100.0%

SIB and Infrastructure Construction		
Contractor:	COP Construction	
Final Completion Date (est.):	July 25, 2025	
Contract Amount:	\$5,550,687.00	
Change Orders / Percent:	-\$11,727.75 / -0.2%	
Fiscal Year	2024	2025
SIB and Infrastructure Spent to date	\$4,012,619.25	\$175,890.00
Total Spent to date:	\$4,188,509.25 / 74.8%	

Other Project Costs	
Integration (SKM):	\$1,315.00
Other Costs:	\$1,204.00

Total Project Budget:	\$10,821,309.10
Total Project Spent to date:	\$8,410,577.75 / 77.7%



## Jordan Valley Water Conservancy District (JVWCD)

### Jordan Aqueduct System and 150<sup>th</sup> South Pipeline – Capital Projects

The District is responsible for 2/7 of Jordan Aqueduct (JA) system improvements which include JA Reaches 1 – 4, Jordan Valley Water Treatment Plant (JVWTP), and the JA Terminal Reservoir. The District is responsible for one half of improvements associated with the 150<sup>th</sup> South pipeline. Projects identified for FY2025 include:

#### Rehabilitation or Replacement of Existing Facilities

• JVWTP Replace Filter Media	\$ 144,790
• Normal Small Capital Improvements	\$ 146,866
• JA Normal, Extraordinary Maintenance and Replacement	\$ 330,242
• JVWTP Normal, Extraordinary Maintenance and Replacement	\$ 259,429
• 150 <sup>th</sup> South Pipe Normal Maintenance and Replacement	\$ 10,000

#### New Non-Capacity Facilities (Compliance/Functional Upgrade)

• JVWTP Filter and Chemical Feed Upgrades	\$ 431,210
• JVWTP Floc/Sed 1-2 Seismic Upgrade	\$ 200,000
• Jordan Aqueduct Seismic Resiliency	\$ 5,376

**JVWTP Project Management Expenses** \$ 50,000

**Total Request FY2025:** \$ 1,577,913

The following report is taken from JVWCD's February 2025 board packet and covers December 10, 2024 to January 10, 2025.

JVWCD and CUWCD hired a consultant to review the cathodic protection system for JA-4 and AA-3. JVWCD is paying 50% of the design and construction cost for these improvements, in which Metro will share. The preliminary design report is being prepared.

The consultant for the Jordan Aqueduct Seismic Resiliency Study completed site visits at seven areas along the Jordan Aqueduct which are susceptible to known geologic hazards. Their findings will be documented in a report.

JVWCD's staff issued an invitation for Contractor Prequalification Submittals for the JVWTP Filter and Chemical Feed Upgrades and Expansion Project.

JVWCD is reapplying for federal funding for the JVWTP Sedimentation Basins 1-2 Seismic and Capacity Upgrades Project. Available funding is less than in previous years, and national competition is higher.