

Tab 1

Agenda Item: Consider approval of Addendum No. 1 to Sam Park West Reservoir and Terminal Reservoir Easement Agreement

Objective: Enter into Addendum No. 1 to Sam Park West Reservoir and Terminal Reservoir Easement Agreement

Background: The Sam Park West Reservoir and Terminal Reservoir Easement Agreement was signed in 2012 between the District and Salt Lake City Department of Public Utilities (SLC). The agreement described ownership and operation and maintenance responsibilities for new infrastructure from the Terminal Reservoir Replacement Project (TRRP).

SLC is constructing the East-West Conveyance Line. This 48” diameter pipe will connect to the SLA in the Sam Park Reservoir Inlet Valve Vault. SLC also plans to install a 72” isolation valve on the SLA. The TRRP identified these valves and piping as future connections, as shown on the attached drawings.

The 2012 Agreement required certain insurance and indemnity provisions for District work on SLC property. Addendum No. 1 accomplishes three things:

1. Identifies ownership, operation, maintenance, repair, and replacement responsibilities for the new facilities, and requires the District and SLC to coordinate with respect to operation of the 72” valve.
2. Requires SLC contractors to include the District as an additional insured for liability coverage for claims arising out of the contractor’s work on the District’s property.
3. Requires SLC to defend and indemnify the District for SLC work on the District’s property.

SLC intends to finalize design for the East-West Conveyance Line and bid the project in April 2024. A risk manager with the SLC attorney office stated an agreement between SLC and the District is required for the insurance provision to be enforceable with a contractor. Addendum No. 1 hopes to accomplish this goal.

The attached addendum was reviewed and approved by District and SLC staff.

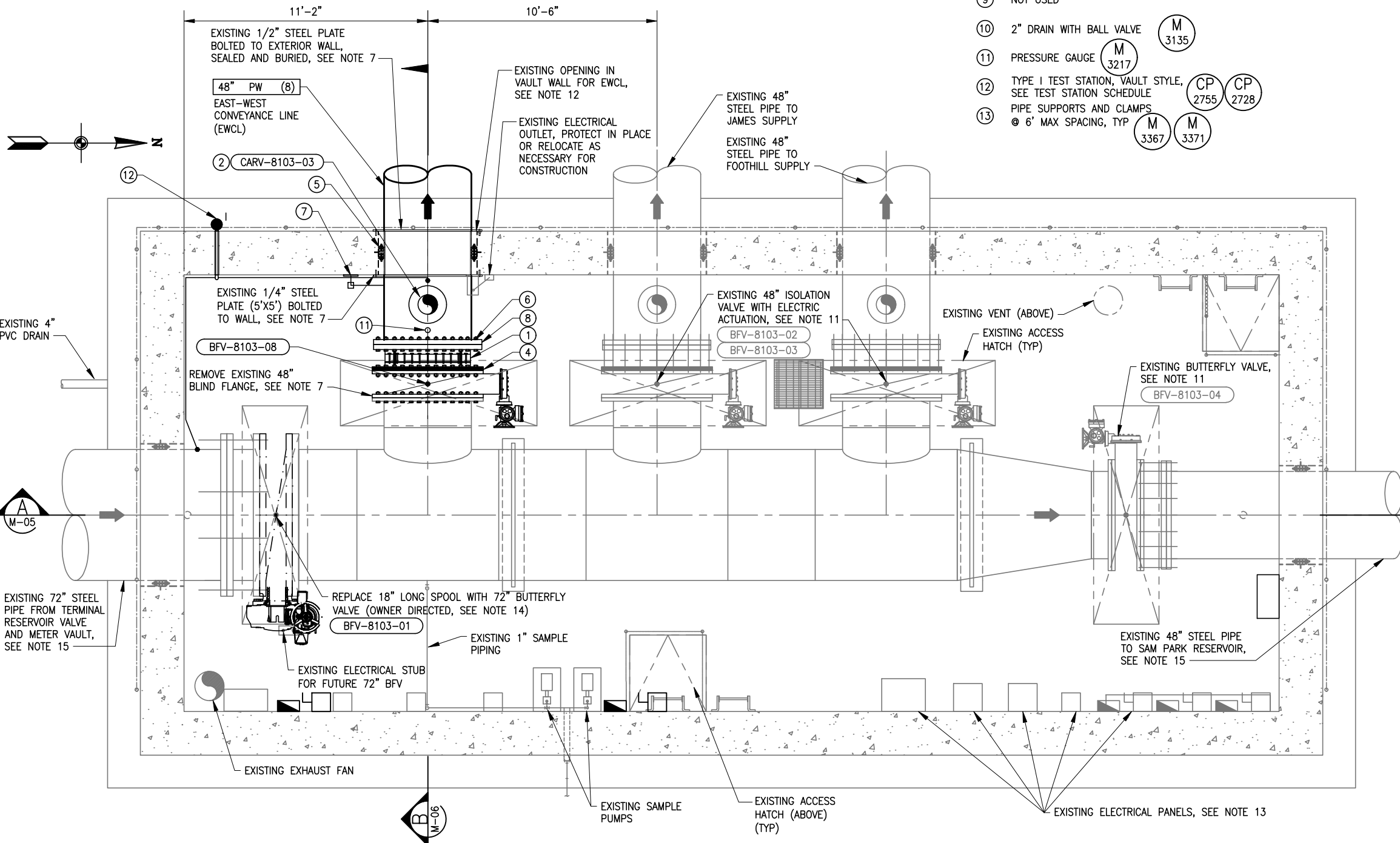
Committee Activity: The Engineering Committee discussed this item on March 12, 2024.

Recommendation: The Engineering Committee forwards a favorable recommendation to the board to enter into Addendum No. 1 to Sam Park West Reservoir and Terminal Reservoir Easement Agreement.

Attachment:

- East-West Conveyance Line selected drawings (90%)
- Addendum No. 1

P:\Salt Lake City\032-17-04 Terminal East-West Pipeline\02_Design Phase\Phase 3\2.9 Drawings\SHF\0321704_M-04.dwg Plotted: 2/1/2024 2:23 PM By: Seth Riggs



PLAN
SCALE: 3/8" = 1'-0"

MATERIAL SCHEDULE

- ① RESTRAINED DISMANTLING JOINT COUPLING
- ② COMBINATION AIR RELEASE VALVE, SEE AIR VALVE SCHEDULE (M 3146)
- ③ GROOVED MECHANICAL COUPLING
- ④ INSULATING FLANGE (CP 2777)
- ⑤ ADJUSTABLE LINKED RUBBER SEAL PLACED ON INTERIOR SIDE OF VAULT AND POLYURETHANE SEALANT PLACED ON EXTERIOR SIDE OF WALL (M 3307)
- ⑥ SLIP-ON FLANGE, AWWA CLASS D
- ⑦ PIPE TO VAULT GROUND WITH DC BLOCKER (CP 2826)
- ⑧ FLANGED JOINT BOND (CP 2767)
- ⑨ NOT USED
- ⑩ 2" DRAIN WITH BALL VALVE (M 3135)
- ⑪ PRESSURE GAUGE (M 3217)
- ⑫ TYPE I TEST STATION, VAULT STYLE, SEE TEST STATION SCHEDULE (CP 2755, CP 2728)
- ⑬ PIPE SUPPORTS AND CLAMPS (M 3367, M 3371)

NOTES:

1. XX-XX-XX DENOTES EQUIPMENT TAG FOR MECHANICAL EQUIPMENT SCHEDULE, SEE DRAWING M-03.
2. EPOXY LINE ALL PIPE IN VAULT WITH SYSTEM NO. 1 AND COAT ALL EXPOSED VAULT PIPE AFTER INSTALLATION WITH SYSTEM NO. 4. COAT AND LINE BURIED PIPE PER SPECIFICATIONS.
3. PROVIDE MINIMUM OF 1'-6" CLEARANCE BETWEEN ALL FLANGES AND PIPE SUPPORTS, WALLS, FITTINGS, ETC. TO ALLOW UNRESTRICTED REMOVAL OF FLANGE BOLTS. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF DIMENSIONAL FIT-UP OF PIPING, NOTIFY ENGINEER OF POTENTIAL CONFLICTS TO ALLOW FOR FIELD ADJUSTMENT PRIOR TO FABRICATION.
4. REFER TO ELECTRICAL DRAWINGS FOR VALVE ACTUATION AND CONTROLS.
5. ALL PIPING, COATING, EQUIPMENT AND VALVES TO BE NSF 61 CERTIFIED FOR POTABLE WATER USE AND BE FULLY LINED AND COATED PER SPECIFICATIONS.
6. COORDINATE ORIENTATION OF VALVE ACTUATORS PRIOR TO MANUFACTURING. ACTUATORS ORIENTED INCORRECTLY WILL BE ROTATED IN THE FIELD AT NO EXPENSE TO THE OWNER.
7. BLIND FLANGE AND EXISTING STEEL PLATES TO BE REMOVED FOR NEW PIPE CONNECTION AND SALVAGED TO OWNER. CUT BOLTS EMBEDDED IN CONCRETE FLUSH WITH FACE OF WALL, REPAIR ANY HOLES OR DAMAGED AREAS OF VAULT WALLS WITH 5 STAR GROUT BY FIVE STAR PRODUCTS, INC. OR ENGINEER APPROVED EQUAL.
8. ALL PIPING, NUTS, BOLTS, AND HARDWARE TO BE CARBON STEEL, ZINC PLATED, COATED TO MATCH STEEL PIPE AFTER INSTALLATION. SEE SPECIFICATIONS.
9. REPAIR EXISTING FLOOR WHERE DAMAGE OCCURRED DURING CONSTRUCTION, INCLUDING COATINGS.
10. WORKING PRESSURE IS 15 PSI WITH A TEST PRESSURE OF 100 PSI.
11. SEE SPECIFICATIONS FOR SHUTDOWN REQUIREMENTS. OPERATION OF VALVES FOR SHUTDOWN TO INSTALL NEW 48" VALVE FOR CONNECTION OF THE EWCL TO BE COORDINATED WITH THE OWNER. VALVES WITHIN THE SAM PARK RESERVOIR INLET VALVE VAULT AND THE SLA TERMINAL RESERVOIR VALVE AND METER VAULT REQUIRE OPERATION FOR ISOLATION.
12. EXISTING CIRCULAR CONCRETE OPENING SIZE TO BE FIELD VERIFIED BY CONTRACTOR. CLEAN AND PREP EXISTING OPENING INTERIOR SURFACE PRIOR TO INSTALLATION OF PIPE AND SEALS.
13. BACKGROUND DRAWINGS DEPICTING EXISTING SAM PARK RESERVOIR INLET VALVE VAULT ARE BASED ON RECORD DRAWINGS OF THE "TERMINAL RESERVOIR REPLACEMENT PROJECT". CONTRACTOR TO VERIFY ALL DIMENSIONS, CONFIGURATIONS, ORIENTATIONS AND ELEVATIONS PRIOR TO ORDERING EQUIPMENT AND COMMENCING WORK. NOTIFY ENGINEER OF ANY DISCREPANCIES OR UNDISCLOSED CONDITIONS BEFORE BEGINNING WORK.
14. EQUIPMENT SHOWN AS DASHED IS OWNER DIRECTED AND IS CURRENTLY A 72" DIAMETER SPOOL, 18-INCHES LAY LENGTH. CONTRACTOR TO VERIFY SPACE AVAILABLE FOR NEW EQUIPMENT PRIOR TO ORDERING AND NOTIFY ENGINEER OF ISSUES PRIOR TO ORDERING VALVE. SALVAGE SPOOL TO OWNER ONCE REMOVED.
15. CONTRACTOR TO REPAIR DAMAGE CAUSE BY CONSTRUCTION TO THE EXISTING LININGS AND COATINGS OF THE EXISTING PIPE AND APPURTENANCES PER SPECIFICATIONS, DIVISION 09. EXISTING PIPE LINING AND COATING TO BE VERIFIED;
 - a. PER RECORD SUBMITTALS, EXISTING COATING SYSTEM INCLUDES;
 - PRIMER: TNEC SERIES 90E-92 (3 MILS)
 - TOPCOAT: TNEC XXXXX
 - COLOR: LIGHT BLUE (DELFT CHINA - PIPE CODE 79BG53/260)
 - b. PER RECORD SUBMITTALS, EXISTING LINING SYSTEM;
 - TNEC SERIES V140-15BL (12 MILS) OR CEMENT MORTAR LINING TYPE II OR V (1/2" THICK)
16. ALL ITEMS NOT IDENTIFIED FOR REMOVAL TO BE PROTECTED IN PLACE.

<p>SCALE: AS SHOWN</p> <p>DESIGNED BY: L. HINCK</p> <p>DRAWN BY: S. RIGGS</p> <p>CHECKED BY: C. NELSON</p> <p>APPROVED BY: K. LARSON</p> <p>DATE: JANUARY 2024</p> <p>EWO NO. _____</p> <p>ACCOUNT NO. 45869669</p>	<p>VERIFY SCALE</p> <p>BAR IS ONE INCH ON ORIGINAL DRAWING</p>	<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION				<p>NOT FOR CONSTRUCTION</p> <p>FOR REVIEW ONLY</p>
NO.	DATE	DESCRIPTION							
<p>SALT LAKE CITY CORPORATION DEPARTMENT OF PUBLIC UTILITIES</p> <p>EAST-WEST CONVEYANCE LINE PHASE 3</p> <p>SAM PARK RESERVOIR INLET VALVE VAULT PLAN</p>									
<p>90% REVIEW</p>									
<p>DRAWING NO. M-04</p> <p>27 OF 38</p>									

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

PARCEL NOS.: 1626281008, 1626428011

**ADDENDUM No. 1 TO
SAM PARK WEST RESERVOIR
AND
TERMINAL RESERVOIR
EASEMENT AGREEMENT**

This Addendum No. 1 to Sam Park West Reservoir and Terminal Reservoir Easement Agreement is entered into effective this ____ day of _____, 2024, by and between Metropolitan Water District of Salt Lake & Sandy, a Utah Metropolitan Water District (“MWDSLS”), and Salt Lake City Corporation, a Utah municipal corporation, by and through Salt Lake City Department of Public Utilities (“SLC”); together, MWDSLS and SLC are referred to as the “Parties.”

ADDENDUM PURPOSES

A. The Parties entered into the Sam Park West Reservoir and Terminal Reservoir Easement Agreement (“Easement Agreement”) in April 2012 to grant easements to one another for the design, survey, layout, construction, ownership, operation, maintenance, inspection, repair, replacement, and improvement of certain facilities related to the Terminal Reservoir Replacement Project (TRRP). The Easement Agreement was recorded on May 24, 2012, as Entry 11397238, Book 10020, Pages 803–815 in the office of the Salt Lake County Recorder.

B. TRRP was completed in or about 2018.

C. SLC is designing the easternmost portion of the 48-inch diameter East-West Conveyance Line and anticipates awarding for construction in 2024. The East-West Conveyance Line will belong to SLC and be partially located on the MWDSLS Terminal Reservoir Property.

D. The Parties desire to enter into this Addendum No. 1 to Easement Agreement to clarify and correct post-construction ownership, operation, maintenance, repair and replacement (OOMR&R) rights and responsibilities of TRRP facilities and to include SLC’s East-West Conveyance Line.

E. In consideration of the mutual covenants described in the Easement Agreement as amended by this addendum, the Parties hereby amend the Easement Agreement as follows:

1. Paragraph 5 of the Easement Agreement entitled “Ownership, Operation, Maintenance, Repair and Replacement of facilities located on MWDSLS Property following TRRP Construction” shall be replaced with the following language:

5. Ownership, Operation, Maintenance, Repair and Replacement of facilities located or to be located on MWDSLS Property. OOMR&R rights and responsibilities of facilities located or to be located on MWDSLS Terminal Reservoir Property shall be as follows:

Facility	MWDSLS	SLC
The entire 3300 South Supply Line downstream from the flange which is immediately upstream of the valve on the 3300 South Supply Line connection to SLA, located in the 3300 South Turnout Vault		OOMR&R
The entire James and Foothill Supply Lines and East-West Conveyance Line downstream from the respective flanges which are immediately upstream of valves on these respective Supply Line connections to SLA, located in the Sam Park Reservoir Inlet Valve Vault		OOMR&R
Everything upstream of, and including the meter to the Terminal Reservoir connection to Big Cottonwood Conduit, located in the Big Cottonwood Conduit Terminal Reservoir Valve and Meter Vault		OOMR&R
The Big Cottonwood Conduit		OOMR&R
The 72” valve, from upstream to downstream flange, on the SLA in the Sam Park Reservoir Inlet Valve Vault		OOMR&R
All facilities located, or to be located, on the MWDSLS Terminal Reservoir Property, excepting those facilities described in this table	OOMR&R	

Operation of the 72” valve on the SLA in the Sam Park Reservoir Inlet Valve Vault requires coordination in advance between the Parties due to its impact on operation of the Terminal Reservoirs. The Parties agree this valve will be locked and tagged open with a lock from each Party.

These facilities are depicted on Exhibit D to the Easement Agreement and Exhibit E attached to this Addendum No. 1.

2. Paragraph 9 of the Easement Agreement entitled “Insurance” shall be amended to add the following language to Paragraph 9:

Where work will be accomplished by a contractor on either the SLC Sam Park Reservoir Property and/or the MWDSLS Terminal Reservoir Property, the party for which the work is performed shall cause the contractor to include the other party and their Trustees, officers, and employees as an additional insured for liability coverage for claims arising out of the contractor’s work. Such coverage is intended to be primary to any other coverage provided by the Parties.

3. Paragraph 10 of the Easement Agreement entitled “Indemnity” shall be amended to add the following language to Paragraph 10:

MWDSLS shall have no responsibility or obligation whatsoever for the safety of workers or others on or adjacent to MWDSLS Terminal Reservoir Property. SLC shall defend, indemnify and hold MWDSLS harmless from any claim, demand, action or cause of action: (i) alleging that MWDSLS was at fault in allowing SLC’s use of the MWDSLS Terminal Reservoir Property; or (ii) alleging that MWDSLS was at fault in failing to supervise, inspect, direct, instruct, warn, or otherwise manage or control SLC’s use of the MWDSLS Terminal Reservoir Property; or (iii) challenging in any manner SLC’s use of the MWDSLS Terminal Reservoir Property. This defense and indemnity obligation is not intended to hold MWDSLS harmless from any claim that is not derivative of SLC’s activities as described. The described duty to defend and indemnify is not intended to run to the benefit of any MWDSLS liability insurer or outside risk pool to the extent such insurer or risk pool would be responsible for defense costs or indemnity beyond MWDSLS’s deductible or any self-insured retention.

4. The remaining terms of the Easement Agreement shall remain in full force and effect.

~SIGNATURES TO FOLLOW~

SALT LAKE CITY CORPORATION

Attest:

By: _____
Cindy Lou Trishman, City Recorder

By: _____
Mayor Erin Mendenhall

Approved:

By: _____
Mark Kittrell
Senior City Attorney

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

On the ___ day of _____, 2024, personally appeared before me Mayor Erin Mendenhall, and having been first duly sworn by me acknowledged that she is the Mayor of Salt Lake City Corporation, that she is duly authorized to sign the foregoing Addendum No. 1 to Sam Park West Reservoir and Terminal Reservoir Easement Agreement on behalf of Salt Lake City Corporation, and that she signed the same on behalf of Salt Lake City Corporation.

Notary Public

METROPOLITAN WATER DISTRICT OF
SALT LAKE & SANDY

By: _____
Annalee Munsey, General Manager

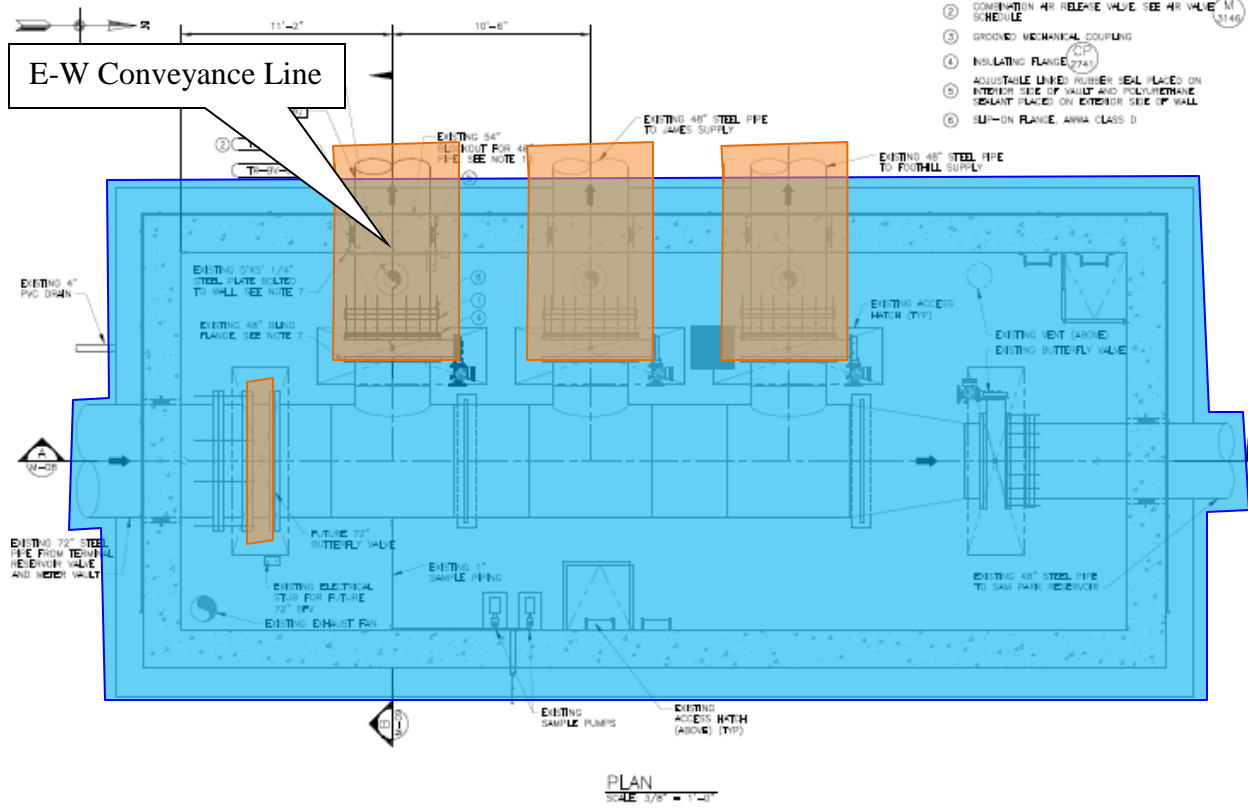
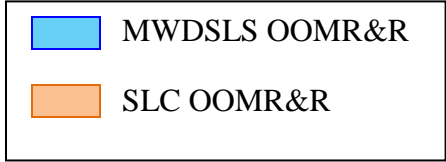
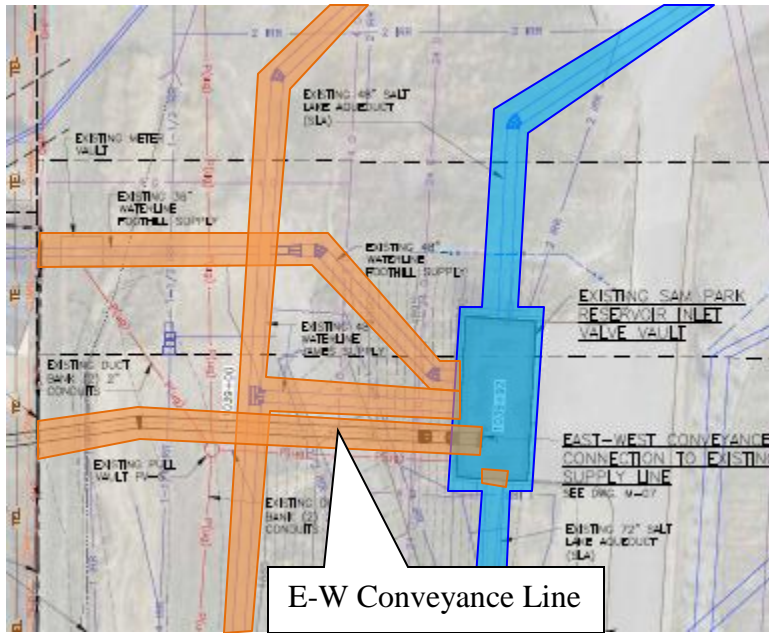
STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

On the ___ day of _____, 2024, 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 is duly authorized to sign the foregoing Addendum No. 1 to Sam Park West Reservoir and Terminal Reservoir Easement Agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy, and that she signed the same on behalf of the Metropolitan Water District of Salt Lake & Sandy.

Notary Public

Exhibit E

E-W Conveyance Line [to be replaced with more formal drawing when available]



Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: March 13, 2024

Agenda Item: Consider approval of Aqueduct Resilience Grant Agreement with the Utah Division of Water Resources

Objective: Enter into an Aqueduct Resilience Grant Agreement with the Utah Division of Water Resources

Background: On October 16, 2023 the District was notified it was awarded a \$1,469,000 aqueduct resilience grant from the Utah Division of Water Resources (DWR). The grant will cover up to 73.45% of the estimated \$2,000,000 design for the Finished Water Salt Lake Aqueduct (FW-SLA) Hardening project.

The 2020 Master Plan and 2023 Multi-hazard Mitigation Plan identify the District's Finished Water SLA Hardening Project as a priority. It includes the replacement of three segments (14,863 feet) of the FW-SLA that cross the Wasatch fault and slip-lining the remaining eight segments (27,945 feet).

Acceptance of the grant requires a District match of at least \$531,000. Consultant selection would occur in late April 2024, followed by fee negotiation. Staff will present the preferred consultant to the Engineering Committee at the June 5th meeting, award at the June 17th board meeting, and design beginning in July. This project is currently in the District's draft FY25 capital budget.

The project, which the agreement requires to be completed by December 31, 2025, would place a shovel-ready set of bid documents and place the District in a favorable position for alternative funding opportunities.

Committee Activity: The Engineering Committee discussed this item on March 12, 2024.

Recommendation: The Engineering Committee forwards a favorable recommendation to the board to enter into the Aqueduct Resilience Grant Agreement with the Utah Division of Water Resources.

Attachment:

- Aqueduct Resilience Grant Agreement



STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES

Copies:
DWRe
Consult

DIVISION OF WATER RESOURCES

Contract No.

Date _____

Vendor No. 108270A TIN 87-6000386

Vendor **METRO. WATER DISTRICT OF SALT LAKE & SANDY**

Address 3430 EAST DANISH ROAD

City COTTONWOOD HEIGHTS State UTAH Zip 84093-2139

c/o Wayne Winsor Phone 801-942-9631

Title Assistant General Manager Email Winsor@mwds1s.org

Commodity Code 99999 Payable X Receivable _____

Description: PROVIDE PARTIAL FUNDING FOR SEISMIC EVENT DAMAGE MITIGATION STUDIES

Payment: _____ Receive: _____

Frequency As Requested Frequency _____

Amount Variable Amount _____

Total \$1,469,000 Total _____

Effective Date _____ Expiration Date 12/31/2025

Fund	Dept	Unit	Approp Unit	Balance Sheet	Expend/ Revenue	Program	Phase	Activity	Total Amount
1000	560	6207	RPG		7501	RT004			\$1,469,000

Approved MK MK SGD SGD TS TS JRW JRW JE JE CH CH CONT _____

ERIC DIXON
Monitor

Eric Dixon
Eric Dixon (Mar 6, 2024 09:02 MST)
Signature

AGREEMENT
(Aqueduct Resilience Grant)

STATE OF UTAH AGREEMENT # _____

1. PARTIES: This Agreement is between the State of Utah, Department of Natural Resources, DIVISION OF WATER RESOURCES, referred to as STATE, and the following RECIPIENT:

Metropolitan Water District of Salt Lake & Sandy

3430 East Danish Road

Cottonwood Heights, UT 84093-2139

Legal Status of Recipient:

- Sole Proprietor
- Non-Profit Corporation
- For Profit Corporation
- Partnership
- Limited Liability Co. (LLC)
- Governmental Agency

Phone #: 801-942-9631

Federal Tax ID#: 87-6000386

Vendor #: 108270A

2. PURPOSE: The general purpose of this Agreement is to provide grant funds to qualified culinary water providers for partial payment of costs incurred to assess or harden its aqueduct conveyance system against a major earthquake or other natural disaster that could compromise delivery of culinary water. (“PROJECT”).

3. STATUTORY AUTHORITY: This Agreement is entered into between STATE and RECIPIENT (collectively referred to as “Parties”) pursuant to Utah Administrative Code R653-12.

4. TERM: The term of the Agreement shall commence on the date it is executed by all Parties and end on December 31, 2025, unless otherwise extended by mutual written consent of the Parties.

5. GRANT AMOUNT: RECIPIENT will receive a grant amount not to exceed \$1,469,000 for PROJECT costs authorized by this Agreement. In no event will STATE reimburse more than 75% of RECIPIENT’S eligible PROJECT costs incurred.

6. PAYMENTS: Reimbursement payments to the RECIPIENT from the grant amount will be made approximately monthly upon receipt by STATE of statements or invoices showing RECIPIENT’S payments for PROJECT work completed.

7. NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision in this Agreement, grant money awarded to RECIPIENT by STATE under this Agreement is subject to the availability of funding. If funds are not appropriated or are otherwise unavailable, STATE may unilaterally terminate this Agreement and any obligation it may have to reimburse or compensate RECIPIENT, without penalty, by giving 30 days written notice.

8. ATTACHMENTS: The following attachments are included and incorporated into this Agreement:
Attachment A – Project Proposal

9. WARRANTIES: RECIPIENT hereby warrants to STATE that the completion of the PROJECT will:

- A. be completed as prescribed in the Project Proposal and approved by STATE prior to the expiration of this Agreement; and

B. not interfere with or otherwise impair any existing water right.

If the PROJECT gives rise to a claim or cause of action by any water right holder because of the interference with such rights by the operation of the PROJECT, then RECIPIENT hereby agrees to indemnify STATE against such claim or cause of action.

10. NONDISCRIMINATION:

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

i. RECIPIENT will not discriminate against any employee or applicant for employment because of race, color, sex, pregnancy, childbirth, pregnancy-related conditions, age, religion, national origin, disability, sexual orientation, or gender identity.

ii. In all solicitations or advertisements for employees, RECIPIENT will state that all qualified applicants will receive consideration without regard to race, color, sex, pregnancy, childbirth, pregnancy-related conditions, age, religion, national origin, disability, sexual orientation, or gender identity.

iii. RECIPIENT will furnish such information and reports as requested by the Anti-Discrimination Division for the purpose of determining compliance with the Act.

iv. RECIPIENT will include the provisions of sub-sections i. through iii. above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor unless exempted by law.

B. RECIPIENT’S failure to comply with the anti-discrimination terms in this Agreement, the Utah Anti-Discrimination Act, or the rules and regulations promulgated thereunder shall be deemed a breach of this Agreement and may result in cancelation, termination, or suspension of the same in whole or in part.

11. TERMINATION: If RECIPIENT violates any of the terms or conditions in this Agreement, STATE may give written notice of such breach or failure, and if the same shall not be cured within sixty (60) days after such notice, the STATE may declare the Agreement forfeited and proceed to its remedies at law for such breach. Upon expiration or termination of this Agreement, RECIPIENT shall return to STATE any grant money awarded under this Agreement in its possession.

12. INDEMNIFICATION: RECIPIENT agrees to protect, indemnify, and save harmless STATE, its agents and employees, from, and against all claims, demands, damages, and causes of action of every kind or character on account of bodily injuries, death, or damage to property arising because of, for, out of, or in any way connected with the performance of this Agreement or the development, design, inspection, construction, or operation and maintenance of the PROJECT, except where such injury, death, or damage has resulted from the sole negligence of STATE, without negligence or willful act on the part of RECIPIENT, its agents, employees, or subcontractors, it being the intent of this provision that RECIPIENT indemnify STATE and its agents and employees regardless of whether or not such injury, death, or damage is caused in part by STATE, its agents and employees. RECIPIENT shall defend all suits brought upon such claims and pay all

costs and expenses incidental thereto, but STATE shall have the right, at its option, to participate in the defense incidental thereto without relieving RECIPIENT of any obligation hereunder. As to STATE and to the extent applicable to RECIPIENT, nothing contained in this Agreement shall be construed as waiving immunity, the monetary damage limitations, or any other provision set forth in the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101 through 63G-7-904.

13. HOLD HARMLESS: RECIPIENT understands and agrees that the STATE'S review of the plans and specifications, bidding documents, and general conditions is solely for the purpose of assuring the PROJECT will be completed by RECIPIENT as represented in its application and that the PROJECT meets STATE'S funding criteria. Neither STATE nor its officers, employees, or agents shall have any duty to note any design flaw or other defect relating to the PROJECT, and STATE shall not be liable for any loss, claim, or damages with respect to the design, bidding, construction, maintenance, or operation of the PROJECT or any water system of which the PROJECT is a part.

14. ASSIGNMENT: RECIPIENT shall not assign, sublease, or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, without the prior written consent of STATE.

15. AMENDMENT: This Agreement may be amended from time to time as need may arise, provided all such amendments are in writing and agreed to by both Parties.

16. AUTHORITY: The signatories to this Agreement each represent and warrant to hold lawful authority to execute this Agreement in behalf of their respective organizations and to bind the same to the terms and conditions herein.

17. ENFORCEMENT: The Parties acknowledge and agree that enforcement of the terms and provisions of this Agreement shall be at the discretion of STATE, and that STATE'S failure to exercise its rights under this Agreement, in the event of any breach by RECIPIENT, shall not be considered a waiver of STATE'S rights under this Agreement in the event of any subsequent breach.

18. ENTIRE AGREEMENT: This Agreement contains the entire agreement and understanding between the Parties, and there are no representations, understandings, or agreements, oral or written, expressed or implied, that are not included herein.

19. PARTIAL INVALIDITY: When possible, each provision of this Agreement shall be interpreted in such a manner as to be valid. If any provision of this Agreement, or the application of this Agreement, or the application of this Agreement to any person or circumstance is found to be invalid by judicial order, the remainder of the provisions of this Agreement, and the application of such provisions to persons or circumstances other than to those which it is found to be invalid, shall not be affected thereby. Notwithstanding the foregoing, however, should such judicially determined invalidity of any provision of this Agreement frustrate the intended purpose of the Parties, as expressed herein, such invalidity shall cause this Agreement to be terminated.

20. THIRD PARTY INTERESTS: Nothing in this Agreement shall be construed as creating third party beneficiary rights vested in the public, individually or as a body, or in any other person or entity not a party to the Agreement.

IN WITNESS WHEREOF, the Parties sign and cause this Agreement to be executed.

**METROPOLITAN WATER DISTRICT OF
SALT LAKE & SANDY**

DIVISION OF WATER RESOURCES

General Manager

C.C. A. Ho

Director

Assistant General Manager

J. S. Gilbert

Division Budget/Accounting

APPROVED: DIVISION OF FINANCE

For Director

MWDSLS has established robust seismic design guidelines with the design objective to withstand an event with a 2-percent chance of occurrence in 50 years (2PE50, or 2,475-year return interval for the Wasatch Fault Zone in this location). MWDSLS’s performance objective is to maintain pressure integrity during an event, at a minimum, and to remain undamaged if possible. The ‘damaged but intact’ scenario is more likely for larger-diameter pipe (>60-inches) and larger return intervals (2,475 years). The following table describes damage scenarios for pre- and post-mitigation efforts for the Salt Lake Aqueduct (SLA) and proposed parallel Salt Lake Aqueduct Replacement (SLAR).

Pre- vs Post-Mitigation Impacts, Segments 37, 38, and 42			
Status	475-year Return Interval	2,475-year Return Interval	Comments
Pre-Mitigation	1-3 month outage	6-9 month outage	The existing SLA is reinforced concrete pipe (RCP) with unrestrained bell-and-spigot joints. Even the relatively small vertical displacement from a 475-yr RI will separate several joints, washing out the pipeline in that location over tens to hundreds of feet. A 2,475-yr RI will cause similar damage over a larger area.
Post-Mitigation	0-day outage	3-day outage	The hardened SLA and the new parallel SLAR will be designed to avoid natural hazards as much as possible, and to mitigate natural hazards where avoidance is not possible. With advanced design methods using finite element analysis for pipe-soil reactions in analytical models, it is relatively easy to design steel pipe in this size range (60-inch to 66-inch) to withstand smaller events (e.g., 475-yr RI) with no damage and larger events (e.g., 2,475-yr RI) with minor damage that still leaves the pipeline intact and in service. The damaged sections can be taken offline for planned repairs in off-peak winter months without causing loss of service.

Segments 37, 38 and 42 of the SLA are reaches of the Finished Water SLA that are at the greatest risk of failure from a seismic event. This project, when constructed, will greatly enhance the seismic resiliency of the SLA. However, the remaining portions of the finished water SLA, not part of this grant application, also require hardening buy means of slip lining to complete the resiliency of the finished water SLA.

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: March 13, 2024

Agenda Item: Consider approval of professional services agreement and Task Order No. 1 with Davenport Consulting for SLAR right of way acquisition services

Objective: Enter into a professional services agreement and approve Task Order No. 1 with Davenport Consulting for right of way acquisition services.

Background: Hazen and Sawyer is the design engineer for the Cottonwoods Connection (SLAR-CC) project. CRS Engineers is a sub-consultant to Hazen and is responsible for right-of-way surveying and mapping. CRS Engineers subcontracted to Davenport Consulting to lead right-of-way acquisition.

With project construction awarded, Hazen’s design contract is no longer needed. CRS Engineers, similarly, is expected to complete surveying and mapping, including creating legal descriptions for all properties, by the end of March 2024. Staff does not anticipate finishing right of way acquisition before that date, and is working with CRS to move Davenport Consulting’s remaining services directly to the District.

This is non-standard selection process, described in Utah Code Title 63G, Chapter 6a, Part 8. Particularly, § 63G-6a-801(1)(c) allows “the award of a contract without engaging in a standard procurement process . . . under circumstances, described in rules adopted by the rulemaking authority, that make awarding the contract through a standard procurement process impractical and not in the best interest of the procurement unit.” The District’s Policies & Procedures Chapter 6 does not include District-specific rules for this process, so the rules default to the Utah Administrative Code, which includes procurement of services “where compatibility is the overriding consideration.” (§ R33-8-101c(1)(c)).

Davenport Consulting has obtained extensive knowledge and familiarity with the Cottonwoods Connection Project and the easements required for the Project; has developed relationships with the property owners impacted by the Project; and has been involved, at various stages, in the preparation for and negotiation of the acquisition of all of the required easements for the Project. The compatibility of the continued services with those provided to date, including consistency and continuity, are the overriding consideration for the continued provision of right-of-way acquisition services. Continuing Davenport Consulting’s services is in the District’s best interest and the property owners from which the District is seeking an easement.

Because the cost exceeds \$50,000, the District must publish the procurement notice on the District’s website at least seven days before the board meeting. The notice will be posted on or before March 18, 2024.

The attached professional services agreement enlists Davenport Consulting’s services through December 31, 2026 on a task-based basis. The first task, also attached, includes the estimated remaining work for SLAR right of way acquisition, which includes approximately 40 parcels

plus ancillary meetings, for an amount not to exceed \$97,350. Additional acquisition needs, including extraordinary work related to condemnation or mediation, will be negotiated as needed through separate task orders. Staff may also seek Davenport Consulting's assistance with right of way acquisition for the Raw Water Little Cottonwood Conduit Replacement through a separate task order.

If approved, Task Order No. 1 will be funded from the Cottonwoods Connection right of way acquisition budget.

Committee Activity: The Engineering Committee discussed this item on March 12, 2024.

Recommendation: The Engineering Committee forwards a favorable recommendation to the board to

1. Award a contract to Davenport Consulting without engaging in standard procurement process,
2. Enter into a professional services agreement with Davenport Consulting for right of way acquisition services, and
3. Approve Task Order No. 1 in the amount not to exceed \$97,350.

Attachment:

- Davenport Consulting professional services agreement
- Task Order No. 1

PROFESSIONAL SERVICES AGREEMENT RIGHT OF WAY ACQUISITION SERVICES

Last updated: March 5, 2024

This Professional Services Agreement (Agreement) is made and entered into by and between the Metropolitan Water District of Salt Lake & Sandy (District) and Davenport Consulting PLLC, a Utah corporation (Consultant).

PURPOSES

The expertise of Consultant is required by the District in order to support District staff. Consultant is performing work on the Cottonwoods Connection Project as a subconsultant to Hazen and Sawyer, who was selected through a competitive Statement of Qualifications process in accordance with Utah Code § 63G-6a-1501, et. seq. and District procurement regulations. Hazen and Sawyer's contract expires in April 2024. Consultant's continued services are required to support the District through the ongoing and remaining right of way acquisition on the Cottonwoods Connection Project.

The Consultant and its principals and employees are qualified by experience and training to provide, and the Consultant has indicated an interest and a willingness to perform, these services for the District. The parties desire to have in place an agreement which describes the terms and conditions under which Consultant will perform the described work. This Agreement is being entered in accordance with Utah Code § 63G-6a-802 and District procurement regulations.

TERMS

In consideration of the mutual benefits described in this Agreement, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Consultant will perform on-call services required for right of way acquisition to support the District. Services may include describing projects to property owners, administrative compensation estimates, ordering appraisals, presenting offers to purchase, documenting conversations, negotiating with property owners, creating and organizing right of way documents to comply with appropriate laws and regulations, and other related activities.
2. SERVICES OF CONSULTANT. Consultant shall provide services to District as an independent contractor in accordance with the applicable professional standards of care, and in a reasonably timely, efficient, and professional manner, consistent with this Agreement.
3. RESPONSIBLE STAFF MEMBERS. Responsible principals or staff members of Consultant, and any sub-consultants identified by name in 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 sub-consultants, who retire, quit, or die shall

be replaced by individuals who are equally qualified, each of whom shall be subject to District's approval under this Agreement. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement.

4. TASK ORDERS. District may, at its sole discretion, from time to time during the term of this Agreement issue written Task Orders for services of Consultant. Verbal statements describing work shall not be binding. If Consultant accepts the Task Order it will be signed by Consultant and returned to District. Consultant shall receive payment based on the hourly rates and expenses as described in Exhibit A or as otherwise expressly stated in the Task Order. If the Consultant has any question or concern regarding the Task, the expected completion date, the expenditure limit, etc. the question or concern shall be addressed on a timely basis with District. Ordinarily, significant clarification should be in writing. No work on Task Orders by Consultant shall commence unless and until a Task Order is provided by District to Consultant and returned to District signed by Consultant.

During the term of this Agreement Consultant may submit for the District's review any suggested changes to Exhibit A, including, but not limited to, changes in the personnel, rates, and expenses. Absent unusual circumstances, changes in rates or expenses will not be considered by the District unless submitted at least 90 days prior to the beginning of a new District fiscal year. The District's fiscal year is from July 1 through June 30. No changes shall be effective unless approved by the District in writing. Absent express written approval by the District, changes shall be effective only as to Tasks or service calls requested or issued after the date the changes are accepted in writing by the District. If the parties cannot reach agreement on proposed changes this Agreement may be terminated by either party. Except as described in Section 10 below, such termination shall not affect the rights and obligations of the parties under accepted, but incomplete task orders.

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

6. PERIOD OF SERVICE. This Agreement shall be effective upon signing and shall terminate on December 31, 2026.

7. DISTRICT'S RESPONSIBILITIES. District shall provide Consultant with such information as is available to the District and as may be reasonably requested by the Consultant related to the work and Consultant shall, to the extent reasonable under the circumstances, be entitled to use and rely upon all such information in performing its services. District will examine all documents submitted by Consultant to District and, if requested by Consultant, District will render decisions relative thereto in a timely manner in order to avoid unreasonable delay in the progress of Consultant's services. District shall provide Consultant access to District facilities and premises, and act reasonably to provide necessary access to private property, as may be reasonably requested by Consultant.

8. SECURITY AND OWNERSHIP OF INFORMATION. District facilities are critical public infrastructure. Certain information that District must provide to Consultant for Consultant to perform its work is very security sensitive. The Consultant will strictly comply with District written security protocols provided by the District to Consultant as these written security protocols may be changed from time to time. Such protocols may include, but are not limited to, restrictions of numbers of copies to be kept in any form by Consultant, the form of the information storage, the security precautions to be followed, restrictions as to who may have access to information, the confidentiality agreement to be signed by individuals before they may be given access, the methods and means by which copies of information will be destroyed upon completion or termination, the methods and means by which destruction will be verified to District, the steps that will be taken by Consultant in the event of any breach or suspected breach of security or security protocols. District security protocols and any changes which are provided to Consultant will be immediately complied with by Consultant. If Consultant has concerns or questions regarding such protocols or changes to protocols such concerns will be brought to District's attention immediately.

Each document and each item of information prepared in the performance of this Agreement, whether in hard copy or electronic form, is the property of District, including, but not limited to, tracings, drawings, estimates, field notes, investigations, design analyses, studies, computer programs, or other data. Consultant shall sign and affix its professional seal(s) to all final plans, technical specifications, and consulting data prepared in the performance of this Agreement.

9. COMPLETENESS AND ACCURACY. Consultant shall be solely responsible for the completeness and accuracy of all of its final work product, including, but not limited to, plans, supporting data and technical specifications prepared pursuant to this Agreement. Consultant shall be responsible to District for any error or omission by any of its employees, subcontractors or suppliers. Consultant shall correct all errors or omissions at its own expense. This provision is not intended to prevent Consultant from seeking reimbursement or indemnity from any employee, subcontractor or supplier. Any additional cost or damages incurred by District as a result of such errors or omissions shall be the responsibility of Consultant.

10. RIGHT OF TERMINATION. District reserves the right, at its discretion, to terminate this Agreement, or to abandon any portion of Project issued hereunder at any time. In the event District terminates this Agreement or abandons any portion of Project hereunder, District shall notify Consultant in writing. Immediately upon receipt of such notice, Consultant shall discontinue services as directed by District and deliver to District all drawings, technical specifications, hard copy and electronically stored information, computer programs and data, estimates, and any other documents or items of information, in whatever form or media, developed or gathered by Consultant in the performance of this Agreement, whether entirely or partially completed, together with all materials supplied by District. Consultant shall document its services through the termination date, and submit such documentation to District for its evaluation. Consultant shall receive compensation for services performed up through the date of termination or abandonment.

11. INDEMNIFICATION AND INSURANCE. In no event will any fault of Consultant or Consultant's employees or contractors be reapportioned to District, its officers,

Trustees or employees. Consultant will indemnify and hold District and its officers, Trustees and employees harmless from any such reapportionment of fault.

To the extent that the District is not otherwise indemnified by a policy of insurance, Consultant will indemnify the District from any claim of third parties to the extent caused by Consultant's breach of this Agreement or by the negligence or other fault of Consultant, or that of any of Consultant's employees or subcontractors. Any invalidity of any portion of this indemnification duty will not defeat any remaining portion of this described indemnification duty. This indemnity shall be interpreted to provide the District and its Trustees and employees with indemnity to the greatest extent allowed by law.

Consultant, at its own cost and expense, shall secure and maintain policies of insurance in accordance with Exhibit B.

12. INSPECTION OF CONSULTANT'S RECORDS. Consultant shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all costs incurred by Consultant and billed to District. Consultant shall maintain records necessary to confirm compliance with District security protocols. Such records shall be available to District during Consultant's normal business hours for a period of one year following the date of final payment under this Agreement.

13. WAIVER OF CLAIMS. Prior to acceptance of final payment, Consultant shall submit in writing to District any known claim that Consultant or any of Consultant's employees, sub-consultants or subcontractors may have against District or any of its employees. The acceptance of final payment by Consultant will constitute a waiver of any such claim other than those claims previously made in writing and submitted to District. Consultant shall hold District harmless from any claims, including costs and attorneys' fees, by any of Consultant's employees, sub-consultants or subcontractors which are not made in writing prior to acceptance of final payment. The tendering of final payment by District will not constitute a waiver of any claim District might have against Consultant, whether known or unknown at the time such payment is made.

14. SUCCESSORS AND ASSIGNS. The services to be provided by Consultant under this Agreement shall not be subcontracted or assigned without the prior written consent of District. This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

15. NOTICES AND APPROPRIATE LINES OF COMMUNICATION. Except to the extent necessary to respond to emergencies, communications regarding material matters relating to this Agreement shall be deemed given when mailed or delivered to:

If to District To:

Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road

Cottonwood Heights, Utah 84093

If to Consultant To:

Davenport Consulting
Attn: Brandi Davenport
423 East Knollcrest Street
Murray, Utah 84107

Each party may change the designation of the addressee or the address for that party to receive notice by sending written notice of the change.

16. GOVERNING LAW AND JURISDICTION. This Agreement shall be enforced and governed under the laws of the State of Utah, and jurisdiction for any action based on this Agreement, whether brought by District or Consultant, shall be with the District Court of Salt Lake County, State of Utah.

17. SPECIAL PROVISIONS. Consultant shall comply with all applicable federal, state and local laws and ordinances, and shall not discriminate against any person on the basis of race, color or national origin in the performance of this Agreement. Any terms which District, as a governmental entity is mandated by applicable statute or regulation to include in this Agreement, including any terms which are mandated by applicable provisions of the Utah Procurement Code, shall be considered a part of this Agreement.

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

19. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the parties and cannot be altered except through a written instrument signed by the parties.

20. NO THIRD PARTY BENEFITS INTENDED. This Agreement is not intended to create rights in any person or entity who is not a party to this Agreement.

21. REPRESENTATION OF AUTHORITY. Those persons signing as representatives of the parties warrant and represent they have been duly authorized to sign on behalf of the party they represent.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the ___ day of _____, 2024.

DISTRICT:
Metropolitan Water District of Salt Lake & Sandy

By: _____
Annalee Munsey, General Manager

CONSULTANT:
Davenport Consulting

By: _____
Brandi Davenport, Owner

Exhibit A
Scope of Work, Schedule, Budget

**PROPOSAL RIGHT OF WAY ACQUISITION SERVICES
Metropolitan Water District SLAR Project**

The following services will be provided by Davenport Consulting:

Property owners will be contacted by Davenport Consulting to introduce the project if they have not previously been contacted.

Perform Administrative compensation estimates on parcels that are estimated to be under \$10,000.

Present the offer to purchase after the Metropolitan Water District gives approval to proceed and signs the Statement of Just Compensation.

Document conversations with property owners. Negotiate with the property owners. Provide right of way documents required to comply with the Federal Uniform Act and Utah State Law. Provide the Metropolitan Water District with the signed documents to perform the closing and recording.

Assumptions:

The Metropolitan Water District will provide legal description, deeds and / or easements.

The Metropolitan Water District will order appraisals.

The Metropolitan Water District will be willing to use eminent domain, if necessary, after good faith negotiations.

Closings and recordings will be performed by The Metropolitan Water District, their attorney, or a title company. Davenport Consulting, PLLC paid within 30 days of invoicing.

Pricing:

\$2,100 per residential acquisition

\$2,400 per commercial acquisition

\$ 200 per signatory in addition to above fees for parcels that have more than 2 signatories

\$ 600 per administrative compensation estimate

\$ 150 per hour if negotiations go over 6 months and the Metropolitan Water District would like negotiations to continue. The hourly rate also applies for attending mediations scheduled through the Ombudsman's office.



Brandi Davenport, SR/WA, Owner

Davenport Consulting, PLLC

2/28/2024

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

Last Update: August 8, 2023

Consultant shall maintain, at no cost to the District, the following insurance, and provide evidence of compliance satisfactory to District.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by District in advance Consultant and all of Consultant's 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. \$2,000,000
 - v. Limits to apply to this project individually.
2. **AUTOMOBILE LIABILITY:**
 - i. Personal Injury
 1. \$300,000 Per Occurrence
 - ii. Property Damage
 1. \$100,000 Per Occurrence
3. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:**
 - i. Workers' compensation statutory limits, if applicable.
 - ii. Employers Liability statutory limits, if applicable.
4. **PROFESSIONAL LIABILITY:**
 - i. \$1,000,000 Per Claim
 - ii. \$1,000,000 Aggregate

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the District, its trustees, officers, and employees as additional insureds; or the Consultant may be required to procure a bond or other instrument guaranteeing payment of losses and

related investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. The District does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Consultant shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed.

C. ACCEPTABILITY OF INSURERS

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

D. VERIFICATION OF COVERAGE

Consultant and all of Consultant's contractors shall furnish District with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to the District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Consultant shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time District may increase the requirement for a liability limit by providing reasonable written notice to Consultant of such a change.

TASK ORDER NO. 01

**METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY
COTTONWOODS CONNECTION – ROW ACQUISITION**

This task order is issued by the Metropolitan Water District of Salt Lake & Sandy (“District”) pursuant to the Professional Services Agreement between the District and Davenport Consulting (“Consultant”) dated ___ March, 2024.

1. SERVICES

Refer to Attachment A.

2. COMPENSATION

Refer to Attachment A. Compensation is based on a unit price rate established in the Professional Services Agreement dated ___ March 2024 with a maximum limit not to exceed of \$97,350.00 for completing all the services described in “SERVICES” above.

3. PERIOD OF SERVICES

The services under this task order shall commence on the execution date below and shall be complete by 31 December 2025.

4. DELIVERABLES

Refer to Attachment A.

5. OTHER REQUIREMENTS

None.

6. ACCEPTANCE DUE DATE

This task order must be accepted as soon as possible.

The parties have executed this task order effective this ___ day of March, 2024.

DISTRICT

ENGINEER

By _____

By _____

Name Annalee Munsey

Name Brandi Davenport

Title General Manager

Title Owner

**METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY
Salt Lake Aqueduct – Cottonwoods Connection
ROW Acquisition**

TASK ORDER No. 1

**Davenport Consulting, PLLC
Scope of Services**

DATE: 04 March 2024

SCOPE OF SERVICES:

- Property owners will be contacted by Davenport Consulting to introduce the project if they have not previously been contacted.
- Perform Administrative compensation estimates on parcels that are estimated to be under \$10,000.
- Present the offer to purchase after the Metropolitan Water District of Salt Lake & Sandy (District) gives approval to proceed and signs the Statement of Just Compensation.
- Document conversations with property owners. Negotiate with the property owners. Provide right of way documents required to comply with the Federal Uniform Act and Utah State Law. Provide the District with the signed documents to perform the closing and recording.

ASSUMPTIONS:

- The District will provide legal description, deeds and / or easements.
- The District will order appraisals.
- The District will be willing to use eminent domain, if necessary, after good faith negotiations.
- Closings and recordings will be performed by the District, their attorney, or a title company.

TASK 1 – COMPLETE COTTONWOODS CONNECTION ROW ACQUISITION

1.1 – Project Management and Status Meetings. Davenport Consulting will attend scheduled 1-hour biweekly (every two weeks) status meeting from April 2024 through December 2025

1.2 – Commercial Acquisitions. Davenport Consulting will acquire eight (8) commercial property easements as outlined in the scope of services above.

1.3 – Residential Acquisitions. Davenport Consulting will acquire thirty-four (34) residential easements as outlined in the scope of services above.

SCHEDULE

Work on Task 1 ROW acquisition services will begin following approval by the District. Work under this task will be completed prior to the end of CY25 (31 December 2025).

BUDGET

Services included in this Scope of Work will be provided based on the agreed upon unit price basis with a not-to-exceed contract amount of \$97,350.00. Individual properties will only be provided with prior written approval by the District. A detailed breakdown of costs is provided below.

Task No. 1 Estimated Cost

	Quantity	Extension
Commercial Acquisitions	8	\$ 19,200
Residential Acquisitions	34	\$ 71,400
Administrative Compensation Estimates	0	\$ -
Project Management and Status Meetings ¹	45	\$ 6,750
	Total:	\$ 97,350

Sincerely,



Brandi Davenport, SR/WA, Owner
Davenport Consulting, PLLC
3/04/2024

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: March 13, 2024

Agenda Item: Consider approval of Task Order No. 1 with Kimley-Horn for public engagement on the Cottonwoods Connection project

Objective: Approve a task order to Kimley-Horn for public engagement on the Cottonwoods Connection project.

Background: On February 26, 2024, the Board of Trustees authorized a five-year contract with Kimley-Horn to provide community relations and public participation services. Staff met with the consultant on February 29 to discuss work related to the Cottonwoods Connection project. The consultant's scope includes developing and maintaining a project website and meeting with the city and the public to discuss the project.

The attached \$112,360.00 scope of work covers public engagement services for the Cottonwoods Connection project through June 30, 2025 (roughly half of the project). An additional task will be presented to the District at this time next year for the remainder of the project. Managing the scope in this manner allows Kimley-Horn to provide a focused scope and more accurately forecast project needs.

Funding for this effort was considered as part of the project contingency, and will be tracked with the overall project budget.

Committee Activity: The Engineering Committee discussed this item on March 12, 2024.

Recommendation: The proposed scope and fee were shared with the Engineering Committee at the meeting. The Engineering Committee forwards a favorable recommendation to the board to approve Task Order No. 1 for \$112,360.00 to Kimley-Horn for public engagement on the Cottonwoods Connection project.

Attachment:

- Individual Project Order No. 001

INDIVIDUAL PROJECT ORDER NUMBER 001

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and Metropolitan Water District of Salt Lake & Sandy (the Client) in accordance with the terms of the Professional Services Agreement dated February 29, 2024, which is incorporated herein by reference.

Identification of Project:

Project Name: Salt Lake Aqueduct Replacement and Cottonwoods Connection (SLAR-CC) FY25
KH Project Manager: Jordan King
Project Number: 196951001

Schedule:

Assume NTP April 22 with task continuing through FY 2025 (approx. 62 weeks)

Specific Scope of Services:

- Lead weekly coordination meetings with public engagement representatives from construction public involvement (PI) firms. Track action items, summarize meeting for the District, and give direction as needed to PI firms. (93 hrs)
- Compile and send weekly construction emails. (93 hrs)
- Prepare for and facilitate up to 10 neighborhood meetings (assume 2 hr. meeting, two staff, 2 hrs. prep per meeting, prepare 1 summary document – 9 hrs/meeting) (90 hrs)
- Participate in up to 60, 1 hr. stakeholder meetings to support ROW acquisition. (60 hrs)
- Attend bi-weekly project management meetings with the District. (28 hrs)
- Prepare one social media post per week with project updates. (142 hrs)
- Create collateral templates – i.e. project flyers, postcards, Powerpoint, business cards, etc. (30 graphic design hours)
- One project kickoff meeting (2 hrs)
- One public engagement kickoff meeting (2 hrs)
- Coordination meetings with key stakeholders, four each – SLCDPU, Cottonwood Heights, Sandy City, Murray City, Holladay City, Emergency Services, UDOT, Community Councils, MWDSLS Board (36 hrs)
- Website rebuild and maintenance (10 hrs. rebuild, plus 4 hrs./month for maintenance.
- Project Accounting (2 hrs/month) (14)
- Direct Expenses
 - Maintain hotline (\$60/month)
 - Maintain email (\$10/month)
 - Printed materials (\$5,000)

Fee:

Task	Task Name	Jordan King & PI Support	Amanda Aiello	Breann Phillips	Total Hours		
1	Project Accounting			14	14		
2	Public Engagement	576			576		
3	Graphic Design		30		30		
	Rate	\$175.00	\$165.00	\$115.00		Total Hours	620
	Labor Sub- Total	\$100,800.00	\$4,950.00	\$1,610.00		Labor	\$107,360.00
						Direct Expense	\$5,000.00
						Total Fee:	\$112,360.00

Total: \$112,360.00

ACCEPTED:

**METROPOLITAN WATER DISTRICT OF
SALT LAKE & SANDY**

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Metropolitan Water District of Salt Lake & Sandy
FY2024 CAPITAL PROJECTS REPORT
March 2024

Last updated: March 13, 2024

Routine Non-Capacity Improvement Projects

SCS Hardware and Software Replacement Project (LC067)

Purpose: Replace and update security control system hardware at LCWTP and POMWTP.

Update: The punch list was reviewed on March 7, 2024. The contractor is putting together a schedule to complete work.

District Project Manager:	Darin Klemin	
Design Engineer / Contractor:	Avtec	
Final Completion Date:	June 30, 2024	
Project Budget:	\$600,000.00	
Contract Amount:	\$584,126.40	
Change Orders / Percent:	-\$10,369.83 / -1.8%	
	FY23	FY24
FY Budget:	\$600,000.00	\$100,000.00
Spent to Date:	\$409,529.29	\$0.00
District Purchases:	\$4,813.50	\$778.00
Expenses to Date / Percent Spent:	\$415,120.79 / 70.4%	

LCC Replacement and Intake Modifications

Purpose: Replace the raw water Little Cottonwood Conduit and modify the lower intake structure. This is a multi-year project (through FY2026).

Update: The consultant is firming up an alignment recommendation for review in April.

District Project Manager:	Gardner Olson
Design Engineer:	Bowen Collins & Assoc.
Preliminary Design Completion Date:	June 30, 2024
FY2024 Budget:	\$200,000.00
FY2024 Contract Amount:	\$200,000.00
Change Orders / Percent:	\$0.00 / 0.0%
Spent to Date:	\$108,728.73
District Purchases:	\$0.00
FY2024 Expenses to Date / Percent Spent:	\$108,728.73 / 54.4%

POMWTP PC/S Hardware Replacement Project

Purpose: Replace and update Process Control / SCADA system hardware at POMWTP.

Update: Equipment is being installed. This is the second year of a two-year project. Staff is negotiating a change order to replace several network switches that have compatibility complications with the new equipment and firmware.

District Project Manager:	Gardner Olson	
Design Engineer / Contractor:	SKM	
Final Completion Date:	June 30, 2024	
	FY23	FY24
FY Budget:	\$200,000.00	\$250,000.00
Contract Amount:	\$182,358.73	\$207,888.80
Change Orders / Percent:	\$0.00 / 0.0%	\$0.00 / 0.0%
Spent to Date:	\$156,665.00	\$146,745.28
District Purchases:	\$0.00	\$0.00
Expenses to Date / Percent Spent:	\$303,410.28 / 67.4%	

Fleet Program Replacement:

Purpose: Purchase two trucks and two SUVs.

Update: Two trucks were received in August 2023. A utility van was received in November 2023. An SUV was received in December 2023. Procurement is complete for fiscal year 2024.

District Project Manager:	Michael Carter
Project Budget:	\$200,000.00
Project Spent to date:	\$176,855.33 / 88.4%

Little Dell Dam Improvements:

Purpose: Salt Lake City plans to replace a control panel in FY24.

Update: Design is underway with anticipated bid advertisement in 2024. Staff was notified of several emergency procurements in FY24, including slope repairs near the penstock and a commercial mower.

District Project Manager:	Bernard Mo, SLCDPU
Project Budget:	\$400,000.00
Project Spent to date:	\$0.00 / 0.0%

Repair and Replace

LCWTP Ozone Control Valve Replacement

Purpose: Control valves on the LCWTP ozone system were inspected in 2021. The valves are wearing from use, with five of the eleven valves identified for replacement over the next four years, beginning with ozone destruct.

Update: The control valve was installed on February 28, 2024.

District Project Manager:	Gardner Olson
Project Budget:	\$12,000.00
Project Spent to date:	\$11,567.33 / 96.4%

LCWTP Flash Mix Replacement

Purpose: The LCWTP flash mixers introduce and mix chemical into water upstream of flocculation. One flash mix gear box was replaced in FY23. The second will be replaced in FY24.

Update: The equipment is on order.

District Project Manager:	Andy Reidling
Project Budget:	\$50,000.00
Project Spent to date:	\$0.00 / 0.0%

POMFWP RVSS Replacement

Purpose: The Point of the Mountain Finished Water Pump Station has five pumps - two pumps are operated with variable frequency drives (VFD) and three with reduced-voltage soft starts (RVSS). The equipment has reached the end of its design life and is experiencing increased maintenance and operation issues. One RVSS was replaced in FY22 and the two VFDs were replaced in FY23. An RVSS is being replaced in FY24. Staff plans to replace the final RVSS in FY25.

Update: Project complete.

District Project Manager:	Scot Collier
Contractor:	EMC
Final Completion Date:	June 30, 2024
Project Budget ¹ :	\$90,000.00
Contract Amount:	\$87,285.16
Spent to Date:	\$87,285.16
Other Costs:	\$1,085.55
Project Spent to date:	\$88,370.71 / 98.2%

¹ Project budget was reduced at the February 26, 2024 board meeting.

CCTV Hardware Replacement

Purpose: The District's closed circuit television (CCTV) security system is 20 years old at LCWTP and 14 years old at POMWTP. The equipment has exceeded its expected life and is no longer supported by the manufacturer. The remaining two years of this project will split camera replacement at POMWTP.

Update: Installation is underway.

District Project Manager:	Brian Pehrson
Contractor:	Avtec
Final Completion Date:	June 30, 2024
Budget ¹ :	\$135,000.00
Contract Amount:	\$116,836.02
Change Orders / Percent:	\$16,870.35 / 14.4%
Spent to Date:	\$0.00
District Purchases:	\$0.00
Project Spent to Date:	\$0.00 / 0.0%

¹ Project budget was increased at the February 26, 2024 board meeting.

UPS Replacement

Purpose: Two UPS systems at the LCWTP are scheduled for replacement.

Update: The UPS systems were received in December 2023.

District Project Manager:	Scot Collier
Project Budget ¹ :	\$40,000.00
Project Spent to date / Percent Spent:	\$37,891.06 / 97.7%

¹ Project budget was decreased at the February 26, 2024 board meeting.

Lab Equipment Replacement

Purpose: The lab department requires replacement of an organics laboratory dishwasher, auto titrator, microscope, and inductively coupled plasma mass spectrometry (ICP/MS) instrument. The purge and trap and autosampler installed in FY23 experienced issues, were returned, and will be replaced.

Update: The ICP/MS, microscope, purge and trap and autosampler, and autotitrator are installed. Staff is obtaining quotes for an organics laboratory dishwasher.

District Project Manager:	Jeff Matheson
Project Budget:	\$283,500.00
Project Spent to date / Percent Spent:	\$264,523.05 / 93.3%

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: A PCS server is on order. Staff are reviewing additional servers and obtaining quotes.

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

Miscellaneous: Two chlorinators were received and installed to replace failing units at the LCWTP at a cost of \$21,793 (awaiting invoice).

District Project Manager:	Ammon Allen
Project Budget ¹ :	\$50,000.00
Project Spent / Percent Spent:	\$0.00 / 0.0%

Non-Routine O&M (Selected Projects)

LCWTP Arc Flash Coordination

Purpose: LCWTP Arc Flash Coordination: The National Fire Protection Association (NFPA) Standard for Electrical Safety in the Workplace mandates reviewing the arc flash study of a facility a maximum of every five years. Recent changes at the LCWTP make this effort timely.

Update: Data collection, labels, and the final report are complete. One-line diagrams are 30% complete. The expected completion is April 30, 2024.

District Project Manager:	Gardner Olson
Contractor:	Powmation
Final Completion Date:	June 30, 2024
Project Budget:	\$200,000.00
Contract Amount:	\$149,700.00
Project Spent to date:	\$54,800.00 / 27.4%

Financial Strategist

Purpose: Application assistance for WIFIA funding for MWDSLS long term Capital Finance program.

Update: A consultant helped the District prepare a BRIC application for the SLAR Reaches 2 and 3 study (to determine alignment).

District Project Manager:	Annalee Munsey
Contractor:	AE2S
Final Completion Date:	June 30, 2024
Project Budget:	\$100,000.00
Contract Amount:	\$20,000.00
Project Spent to date:	\$19,424.50 / 19.4%

IT Master Plan

Purpose: The Information Technology department has many project needs. A master plan will be developed to prioritize and define these projects.

Update: Assessment of the District's server rooms / data centers nearly complete, awaiting final report. HMI work began in February and is on-going.

District Project Manager:	Ryan Nicholes
Contractor:	Hazen and Sawyer
Final Completion Date:	June 30, 2024
Project Budget:	\$150,000.00
Contract Amount:	\$149,905.00
Project Spent to date:	\$54,544.26 / 36.4%

Capacity Improvement Projects

Managed Aquifer Recharge Pilot Testing and Phase 1 (LC063)

Purpose: The District will construct 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: Construction of the ASR Well was completed on September 13, 2023. Well development was completed in January 2024. Injection testing was completed in February 2024.

The surface infiltration basins are fully excavated and drain holes drilled. Site grading is complete. The contractor is ordering electrical equipment. Work restarted on the well piping in March 2024.

Work on the ASR Well has been difficult, as reported over the project. Mobilization delays in early 2023, followed by a reamer break in July requiring the well be abandoned and restarted, pushed the ASR Well's substantial completion date from April 30, 2023 to January 31, 2024. Additionally, soil formations through the completed well profile does not appear to support the design injection rate.



January 22, 2024: Overall site progress.

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
Spent to date:	\$78,431.03	\$420,598.75	\$182,091.80
Engineering Design Spent to date:	\$681,121.58 / 70.8%		

Wells Construction		
Contractor:	Hydro Resources	
Final Completion Date:	October 31, 2023	
Contract Amount:	\$3,674,441.00	
Change Orders / Percent:	-\$19,782.00 / -0.5%	
	2023	2024
Wells Spent to date	\$2,504,420.15	\$0.00
Total Spent to date:	\$2,504,420.15 / 68.5%	

SIB and Infrastructure Construction	
Contractor:	COP Construction
Final Completion Date:	February 16, 2024
Contract Amount:	\$5,550,687.00
Change Orders / Percent:	\$0.00 / 0.0%
SIB and Infrastructure Spent to date:	\$3,590,937.00 / 64.7%

Other Project Costs	
Contractor:	SKM
Final Completion Date:	March 30, 2024
Budget:	\$94,500.00
Contract Amount:	\$39,890.00
Change Orders / Percent:	\$0.00 / 0.0%
SKM Spent to date:	\$487.50 / 1.3%
District Purchases	\$1,204.00
Total Other Costs Spent to date:	\$1,691.50 / 1.8%

Total Project Budget:	\$10,821,309.10
ARPA Grant:	\$3,000,000.00
ASR Reserve (as of June 30, 2022):	\$4,115,104.90
Non-ASR Reserve:	\$3,706,204.20
Total Project Spent to date:	\$6,868,440.28 / 63.4%

Other Capital Improvement Projects

Salt Lake Aqueduct Replacement - Cottonwoods Conduit (SLAR-CC):

Purpose: The Big Cottonwood Water Treatment Plant (BCWTP) is in need of replacement. The SLAR-CC is a pipeline that connects the BCWTP and the Little Cottonwood Water Treatment Plant (LCWTP) to bring raw water from Big Cottonwood Creek to the LCWTP for treatment. Without this infrastructure, the District will incur an additional demand of up to 24,000 ac-ft annually during the BCWTP replacement.

Update:

Design: Design is complete.

Construction: Construction contracts were awarded on February 26, 2024. Kickoff meetings were held in March. A coordination and partnering meeting with both contractors is being scheduled in early April. Construction on CC-1 is anticipated to begin on or about April 15. Construction on the SLAR is anticipated to begin in July 2024.

Easement Acquisition: There are 61 permanent easements (56 residential, 5 non-residential) being acquired. We have received 51 appraisals to date. Of those, 50 were extended offers. All offers are actively being negotiated for the new SLAR easement. Nineteen offers have been accepted. Seventeen easements have been acquired to date.

Five additional temporary easements on non-residential properties are also being pursued to provide staging and logistical areas used during construction. The location, size, and timing of the temporary easements have been defined. Legal descriptions and exhibits have been created. Appraisals have been ordered.

Funding: Project funding was approved on February 26, 2024.

Design			
District Project Manager:	Kelly Stevens		
Design Engineer:	Hazen and Sawyer		
Final Completion Date:	30-Jun-24		
Original Contract Amount:	\$ 2,355,137.00		
Contract Amendments:	\$ 1,321,445.00		
Total Contract Amount:	\$ 3,676,582.00		
Fiscal Year:	2022	2023	2024
Spent to Date:	\$ 36,856.25	\$ 1,999,946.56	\$ 1,160,873.13
Engineering Spent to Date:		\$ 3,197,675.94 / 87.0%	

Public Engagement			
District Project Manager:	Kelly Stevens		
Design Engineer:	Wall Consulting Group		
Final Completion Date:	30-Jun-24		
Original Contract Amount:	\$ 108,388.75		
Contract Amendments:	\$ -		
Total Contract Amount:	\$ 108,388.75		
Fiscal Year:	2022	2023	2024
Spent to Date:	\$ 4,455.46	\$ 32,879.88	\$ 31,110.84
Engagement Spent to Date:	\$ 68,446.18 / 63.1%		

**Jordan Valley Water Conservancy District (JVWCD)
Jordan Aqueduct System and 150th 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 150th South pipeline. Projects identified for FY2024 include:

Major Rehabilitation or Replacement of Existing Facilities

- JA Normal, Extraordinary Maintenance and Replacement \$ 142,857
- 150th South Pipe Normal Maintenance and Replacement \$ 62,500
- JA TR Basins 3, 4 Roof Deck Joint Sealant Replacement \$ 142,857
- JVWTP Normal, Extraordinary Maintenance and Replacement \$ 342,857
- JVWTP Floc/Sed Basins 3-6 Mechanical Equipment Replacement \$ 385,714
- JVWTP Floc/Sed Basins 1-2 Mechanical Equipment Replacement \$ 285,714

New Non-Capacity Facilities (Compliance/Functional Upgrade)

- JVWTP Filter and Chemical Feed Upgrades \$ 885,714
- JVWTP Floc/Sed 1-2 Seismic Upgrade \$ 662,143
- Jordan Aqueduct Seismic Resiliency \$ 14,286

JVWTP Project Management Expenses \$ 50,000

Total Request FY2024: \$2,974,643

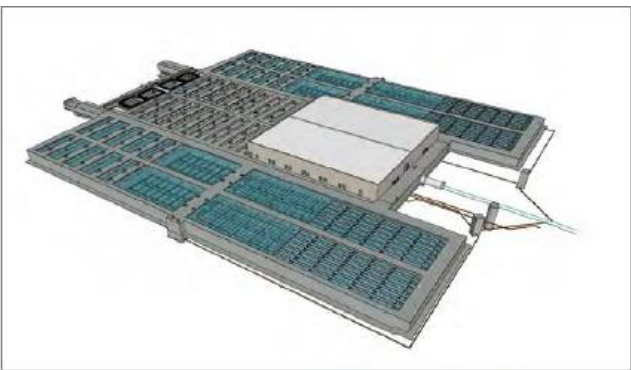
This report is taken from JVWCD’s February 2024 board packet and covers January 13, 2024 to February 15, 2024.

JVWCD is working with the Division of Drinking Water and Unified Fire regarding the JVWTP Filter and Chemical Feed Upgrades and expansion projects. Design is progressing.

JVWCD staff provided comments on the 90% drawings for the Sedimentation Basins 1-2 Seismic and Capacity Upgrades project. See pictures below. JVWCD reapplied for a BRIC grant.



Existing circular clarifier to be replaced with upgraded technology as part of this project



Basin 1-2 engineering rendering of new JVWTP Sedimentation Building