

Tab 2

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: July 30, 2024

Agenda Item: Consider approval of Professional Services Agreement with Meridian Engineering

Objective: Enter into a Professional Services Agreement through June 30, 2029 with Meridian Engineering for survey services.

Background: The District issues a Request for Qualifications (RFQ) annually for general engineering and survey services. Statements of Qualifications (SOQ) can be submitted at any time by consultants. The District then draws from on-file SOQs to assist with projects. In May 2024 a selection committee reviewed survey SOQs to provide support for the Cottonwoods Connection (SLAR-CC) project. The committee recommends entering into a Professional Services Agreement with Meridian Engineering, Inc. to provide survey services through June 30, 2029 (five years).

Staff anticipates using Meridian's services for the duration of the Cottonwoods Connection project to provide continuity. Additional efforts, such as annexation and boundary survey, may also occur. Although individual tasks are expected to be less than \$50,000 each, the cumulative effect of this work may exceed \$50,000 each year, and certainly over the project lifetime.

The attached Professional Services Agreement was reviewed and approved by Meridian Engineering.

Committee Activity: The Engineering Committee discussed this item on July 30, 2024 and forwards a positive recommendation.

Recommendation: Authorize the General Manager to enter into a Professional Services Agreement with Meridian Engineering, Inc. to provide on-call survey services to the District through June 30, 2029.

Attachment:

- Professional Services Agreement with Meridian Engineering

PROFESSIONAL SERVICES AGREEMENT (Survey)

Last updated: July 10, 2024

This Professional Services Agreement (Agreement) is made and entered into this ___ day of August, 2024, by and between the Metropolitan Water District of Salt Lake & Sandy (District) and Meridian Engineering, Inc., a Utah corporation (Surveyor).

PURPOSES

The expertise of Surveyor is required by the District in order to support District staff. Surveyor was selected through a competitive Statement of Qualifications process in accordance with Utah Code § 63G-6a-1501, et. seq. and District procurement regulations. The Surveyor and its principals and employees are qualified by experience and training to provide, and 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 Surveyor will perform the described work.

TERMS

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

1. DESCRIPTION OF SERVICES. At the request of District and through specific written scopes and fees (“Tasks”), Surveyor is willing and able to provide a variety of survey services to District including:

ALTA/ACSM land title surveys of and around fee-title land, deeded easement, and easement procured under the Canal Right of Way Act of 1890. Surveyors will have experience establishing property title to patent. Documentation includes reports, Record of Surveys, annexation and withdrawal plats, legal descriptions, and exhibits. Field work includes setting monuments, locating buried infrastructure, locating and surveying encroachments, topographical surveys, confirming property and easement boundaries.

2. SERVICES OF SURVEYOR. Surveyor 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 and individual project scopes ordered by District pursuant to this Agreement.

3. RESPONSIBLE STAFF MEMBERS. Responsible principals or staff members of Surveyor, and any sub-consultants identified by name in each Task, shall be committed to the Task. Upon submitting a request for payment for services, Surveyor 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. TASKS. District may, at its sole discretion, from time to time during the term of this Agreement negotiate scopes and fees with Surveyor for Surveyor to perform Tasks. Tasks shall be issued in writing as Purchase Orders; verbal statements describing work shall not be binding. Surveyor shall receive payment based on the hourly rates and expenses as described in the Surveyor's schedule of fees and expenses for the Task, not to exceed the negotiated fee. If the Surveyor 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 the District. Ordinarily, significant clarification should be in writing. No work by the Surveyor shall commence unless and until the Purchase Order is provided by the District to the Surveyor.

5. SCHEDULE OF PAYMENTS. Surveyor 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 Surveyor within thirty (30) days of receipt of each request for payment that is presented in the proper form.

6. PERIOD OF SERVICE. This Agreement shall be effective upon signing and shall terminate on June 30, 2029.

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

8. OWNERSHIP OF DOCUMENTS. 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. Surveyor shall sign and affix its professional seal(s) to all final surveys prepared in the performance of this Agreement. Any use of completed documents for purposes not intended, or any use of partially completed documents, without written verification or concurrence by Surveyor will be at District's sole risk and without liability to Surveyor.

9. COMPLETENESS AND ACCURACY. Surveyor shall be solely responsible for the completeness and accuracy of all its final work product. Surveyor shall be responsible to District for any error or omission by any of its employees, subcontractors, or suppliers. Surveyor shall correct all errors or omissions at its own expense. This provision is not intended to prevent Surveyor 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 Surveyor.

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 Surveyor in writing. Immediately upon receipt of such notice, Surveyor 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 Surveyor in the performance of this Agreement, whether entirely or partially completed, together with all materials supplied by District. Surveyor shall document its services through the termination date, and submit such documentation to District for its evaluation. Surveyor 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 Surveyor or Surveyor's employees or contractors be reapportioned to District, its officers, Trustees, or employees. Surveyor 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, Surveyor will indemnify the District from any claim of third parties to the extent caused by Surveyor's breach of this Agreement or by the negligence or other fault of Surveyor, or that of any of Surveyor'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. Surveyor, at its own cost and expense, shall secure and maintain policies of insurance in accordance with Exhibit A.

12. INSPECTION OF SURVEYOR'S RECORDS. Surveyor shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all costs incurred by Surveyor and billed to District. Such records shall be available to District during Surveyor'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, Surveyor shall submit in writing to District any known claim that Surveyor or any of Surveyor's employees, sub-Surveyors or subcontractors may have against District or any of its employees. The acceptance of final payment by Surveyor will constitute a waiver of any such claim other than those claims previously made in writing and submitted to District. Surveyor shall hold District harmless from any claims, including costs and attorneys' fees, by any of Surveyor'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 Surveyor, whether known or unknown at the time such payment is made.

14. SUCCESSORS AND ASSIGNS. The services to be provided by Surveyor 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 Surveyor To:

Meridian Engineering, Inc.
Attn: [Name, Position]
1628 West 11010 South, Suite 102
South Jordan, Utah 84095

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 Surveyor, shall be with the District Court of Salt Lake County, State of Utah.

17. SPECIAL PROVISIONS. Surveyor 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 August, 2024.

DISTRICT:
Metropolitan Water District of Salt Lake & Sandy

By: _____
Annalee Munsey, General Manager

SURVEYOR:
Meridian Engineering, Inc.

By: _____
[Name, Position]

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

Last Update: August 8, 2023

Surveyor 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, Surveyor and all of Surveyor's 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. **PROFESSIONAL LIABILITY:**
 - i. \$2,000,000 Per Claim
 - ii. \$3,000,000 Aggregate

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

Surveyor and all of Surveyor's subcontractors 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. Surveyor 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 Surveyor of such a change.

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: August 1, 2024

Agenda Item: Consider approval of Reuse Authorization Contract

Objective: Consent to the reuse of Bonneville Unit project water and Utah Lake System project water.

Background: South Valley Sewer District owns and operates a regional waste water treatment plant known as the Jordan Basin Water Reclamation Facility. At least a portion of the water treated by the Jordan Basin Water Reclamation Facility originates from the Central Utah Project, Bonneville Unit and the Utah Lake Drainage Basin Water Delivery System (Project Water).

South Valley Sewer, Sandy City, Bluffdale City, and Draper Irrigation Company desire to make treated effluent from the Project Water available to Draper, Bluffdale, and Sandy cities for reuse by their customers in accordance with the Reuse Act. This arrangement is similar to that approved by the board in January 2024 for Salt Lake City. It requires approval by the mentioned parties as well as Central Utah Water Conservancy District, Jordan Valley Water Conservancy District, the Bureau of Reclamation, and the Metropolitan Water District of Salt Lake & Sandy. Roles for each party are outlined in Exhibit A of the attached Reuse Authorization Contract for the reuse of Central Utah Project Water.

Committee Activity: The Engineering Committee discussed this item on July 30, 2024 and recommends approval of the contract.

Recommendation: Authorize approval of the Reuse Authorization Contract.

Attachment:

- Reuse Authorization Contract

REUSE AUTHORIZATION CONTRACT
for the reuse of
CENTRAL UTAH PROJECT WATER

THIS REUSE AUTHORIZATION CONTRACT (“Contract”) is made and entered into effective on the date of the last signature below (“the Effective Date”) pursuant to the Reclamation Act (Act of June 17, 1902, 32 Stat. 388), and Acts amendatory thereof or supplementary thereto, particularly, the Reclamation Project Act of 1939 (Act of August 4, 1939, 53 Stat. 1187), and the Central Utah Project Completion Act (Act of October 30, 1992, P.L. 102-575, 106 Stat. 4600), as amended (collectively referred to as “Reclamation Law”), in accordance with the Utah Wastewater Reuse Act, Utah Code Ann. §73-3c-101, *et seq.* (“U.C.A.”), 1953, as amended (“Reuse Act”), by and between the parties set forth below (collectively the “Parties”) to satisfy the reuse authorization contract requirement of the Reuse Act for a wastewater reuse facility and distribution system in the south end of Salt Lake Valley.

PARTIES

The Parties to this Contract include Central Utah Water Conservancy District, a Utah special district (“Central”); Draper Irrigation Company, a Utah non-profit corporation (“Draper”); Jordan Valley Water Conservancy District, a Utah special district (“Jordan Valley”); Metropolitan Water District of Salt Lake and Sandy, a metropolitan water district (“MWDSL”); Jordan Basin Improvement District, a Utah special district (“Jordan Basin”); Bluffdale City, a Utah municipality (“Bluffdale”); Draper City, a Utah municipality; Sandy City, a Utah municipality (“Sandy”); United States Department of the Interior, Bureau of Reclamation, an agency of the United States of America (“Reclamation”); United States Department of the Interior, Central Utah Project

Completion Act Office, the Secretary of Interior's program office for oversight of P.L. 102-575 ("CUPCA") (Reclamation and CUPCA are collectively referred to as "The United States").

These Parties are those required for a Reuse Authorization Contract under U.C.A. § 73-3c-102(7)(a) (see Exhibit A attached hereto).

RECITALS

- A. WHEREAS, Central and the United States, acting through the Bureau of Reclamation, entered into Repayment Contract No. 14-06-400-4286, dated December 28, 1965, as supplemented and amended, and particularly the supplement of November 26, 1985 ("Repayment Contract"); and the United States and Central entered into Repayment Contract No. 04-WC-40-120 ("ULS Repayment Contract"), collectively ("Repayment Contracts"); and
- B. WHEREAS, ("BU Project Water") is defined as all Central Utah Project, Bonneville Unit water made available from, through or by means of all previously constructed and completed works and facilities of the Central Utah Project, Bonneville Unit and all new works or facilities to be constructed as part of, the Utah Lake Drainage Basin Water Delivery System including the municipal and industrial water made available by the ULS Repayment Contract, which is separately defined as ("ULS Project Water").
- C. WHEREAS, Jordan Valley entered into an M&I Petition Contract No. 40-WC-40-140 for use of BU Project Water from the M&I system of the Bonneville Unit, and Jordan Valley also entered into an M&I Petition, Contract No. 04-WC-40-140 for use of ULS Project Water.

- D. WHEREAS, MWDSLs entered into an M&I Petition Contract No.40-WC-40-150 for use of the BU Project Water from the M&I System of the Bonneville Unit, and MWDSLs also entered into an M&I Petition, Contract No. 04-WC-40-150 for use of ULS Project Water.
- E. WHEREAS, Jordan Basin has constructed a new regional sewage treatment plant, known as the Jordan Basin Water Reclamation Facility (“Treatment Plant”); and
- F. WHEREAS, the Parties propose reusing treated effluent from the Treatment Plant (“Reuse Water”) originating from BU Project Water and ULS Project Water diverted and delivered under water rights held in the name of the United States for the benefit of the Central Utah Project, Bonneville Unit using a pump station at the Treatment Plant to allocate and distribute the Reuse Water to Draper, Bluffdale, Sandy, and Draper City for delivery to, and use by, their respective customers in accordance with the terms of the Reuse Act (“Reuse Project”); and
- G. WHEREAS, the United States and Central are required to comply with the requirements of the National Environmental Policy Act (“NEPA”) of 1969 and the Parties have worked together to produce an Environmental Assessment for the Reuse Project in compliance with NEPA; and
- H. WHEREAS, Section 207 of the CUPCA establishes certain conservation goals and established processes for conservation goals. This reused BU Project Water and ULS Project Water will be used towards those goals; and
- I. WHEREAS, Central and the United States have entered into a Cooperative Agreement No. WS-23-901 for the purpose of providing potential federal funds for the Reuse Project and adopting the Reuse Project as a water conservation measure under Section 207 of CUPCA; and

- J. WHEREAS, the water rights identified for use in the Reuse Project are Water Right 55-4494 and Water Right 43-3822, which are held in the name of the United States for the benefit of the Central Utah Project, Bonneville Unit (“Reuse Water Rights”) and distributed by Central pursuant to the Repayment Contracts and accepted petitions, and
- K. WHEREAS, the purpose of this Contract is to satisfy the reuse authorization requirement of the Reuse Act.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consent to the Reuse Water of BU Project Water and ULS Project Water.

- a. The Parties agree that this Reuse Project is appropriate and the Reuse Water can be used to meet the conservation goals as set forth in Section 207 of CUPCA and the reuse goals as identified in the ULS Repayment Contract and therefore consent is hereby given by the Parties to the use of the Reuse Water Rights in accordance with U.C.A. § 73-3c-102(7)(b)(i);
- b. The Parties agree that the Reuse Project is consistent with the underlying Reuse Water Rights which have been delivered to Central’s customers for M&I use.

2. Cooperation.

The Parties agree to act reasonably to provide the necessary services and to cooperate fully to fulfill, the purposes of this Contract to the extent permitted by applicable state, federal, and local law, including but not limited to Reclamation Law.

3. **Water Shortages.**

There may occur a time during any year a shortage in the quantity of water available for furnishing to Central through and by means of the Reuse Project, but in no event shall any liability accrue against the United States or Central or any of their officer, agents, or employees for any damage, direct or indirect, arising from a shortage, on account of errors in operation, drought, or any other causes.

4. **Term.**

In view of this Contract being tied to the return flows of Project Water, this Contract will automatically terminate if the contracts that supply BU Project Water and ULS Project Water to Jordan Valley or MWDSLs are terminated.

5. **Compliance with Law.**

The Parties will comply with all applicable federal, state and local laws, ordinances, rules and regulations.

6. **No Relationship.**

Nothing in this Contract will be construed to create any partnership, joint venture or fiduciary relationship between the Parties.

7. **Contingent Upon Appropriation or Allotment of Funds.**

The expenditure or advance of any money or the performance of any obligation of the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Parties from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

8. **Officials Not to Benefit.**

No Member of or Delegate to the Congress, Resident Commissioner, or official of the District shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

9. **Drafting Party.**

This Contract has been and will be deemed to be a product of joint drafting by the Parties and there will be no presumption otherwise.

10. **Assignment Limited – Successors and Assigns Obligated.**

The provisions of this Contract shall apply to and bind the successors and assigns of the Parties hereto, but no assignment or transfer of this Contract or any right or interest therein by either Party shall be valid until approved in writing by the other Party.

11. **Severability.**

If any portion of the Contract is held to be unenforceable, the remaining provisions hereof will continue in full force and effect.

12. **Integration.**

This Contract and any exhibits hereto constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof.

13. **Scope.**

The Parties do not intend to confer any benefit hereunder on any person, firm, third party beneficiary, or corporation other than the Parties hereto.

14. **Notices.**

All notices required or desired to be given hereunder will be in writing and will be deemed to have been given on the date of personal service upon the Party for whom intended or if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the Parties at the following addresses:

Draper	To: General Manager 12421 South 800 East Draper, Utah 84020
Bluffdale	To: City Engineer 2222 W. 14400 S. Bluffdale, UT 84065
Draper City	To: Draper City c/o David Dobbins 1020 E. Pioneer Road Draper, UT 84020
Sandy	To: Department of Public Utilities c/o Tom Ward, Director 10000 Centennial Pkwy Sandy, UT 84070
Central	To: General Manager Central Utah Water Conservancy District 1426 East 750 North, Suite 400 Orem, UT 84087 Phone: 801-226-7100 Email: gene@cuwcd.gov
Jordan Valley	To: General Manager Jordan Valley Water Conservancy District 8215 S. 1300 W. West Jordan, UT 84088

Jordan Basin

To: Jordan Basin Improvement District
Attn: General Manager
1253 W. Jordan Basin Lane
Bluffdale, UT 84065

The United States

To: Program Director
CUP Completion Act Office
302 East Lakeview Parkway
Provo, Utah 84606

MWDSLS

To: Metropolitan Water District of Salt Lake and Sandy
c/o Annalee Munsey
3430 East Danish Road
Cottonwood Heights, UT 84093

15. No Waiver.

Any Party's failure to enforce any provision of the Contract will not constitute a waiver of the right to enforce such provision. The provisions may be waived only in a writing by the Party intended to be benefited by the provisions and a waiver by a Party of a breach hereunder by the other Party will not be construed as a waiver of any succeeding breach of the same or other provisions.

16. Counterparts.

This Contract may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one instrument and one agreement.

17. Filing of Agreement.

Executed copies of this Contract will be deposited with and remain in the office of each of the Parties during the effective term hereof.

18. **Headings and Captions.**

The headings in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Contract or any provision.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Contract on the date first written above:

Draper Irrigation Company

(printed name & title)

Date

Attest:

(printed name & title)

Approved as to form:

Attorney for Draper Irrigation Company

Bluffdale City

(printed name & title)

Date

Attest:

(printed name & title)

Approved as to form:

Attorney for Bluffdale City

Central Utah Water Conservancy District

(printed name & title)

Date

Attest:

(printed name & title)

Approved as to form:

Attorney for Central Utah Water
Conservancy District

Jordan Valley Water Conservancy District

(printed name & title)

Date

Attest:

(printed name & title)

Approved as to form:

Attorney for Jordan Valley Water
Conservancy District

Jordan Basin Improvement District

(printed name & title)

Date

Attest:

(printed name & title)

Approved as to form:

Attorney for Jordan Basin Improvement District

**United States Department of the Interior,
Central Utah Project Completion Act
Office**

(printed name & title)

Date

Attest:

(printed name & title)

Approved as to form:

Intermountain Region
Office of the Solicitor

Draper City

(printed name & title)

Date

Attest:

(printed name & title)

Approved as to form:

Attorney for Draper City

Sandy City

(printed name & title)

Date

Attest:

(printed name & title)

Approved as to form:

Attorney for Sandy City

Metropolitan Water District of Salt Lake and Sandy

(printed name & title)

Date

Attest:

(printed name & title)

Approved as to form:

Attorney for Metropolitan Water District of Salt Lake and Sandy

EXHIBIT A

Roles of the Parties under the Reuse Act.

The Reuse Act identifies in U.C.A. § 73-3c-102(7)(a) various parties and roles of participants to a reuse authorization contract. The roles of each of the Parties are as follows:

- a. The United States is an entity that holds title to water rights designated for use in the Reuse Project (U.C.A. § 73-3c-102(7)(a)(iv)).
- b. Central has the right to market and allot the Project Water and to use BU Project Works to deliver such Project Water for use by Central's customers and contract holders. Central also has the right to sell or deliver water under water rights designated for the Reuse Project but does not hold title to the water rights designated for use in the Reuse Project (U.C.A. § 73-3c-102(7)(a)(v)).
- c. Jordan Valley is the public agency proposing this Reuse Project (U.C.A. § 73-3c-102(7)(a)(i) and is a contract holder for Project Water supplied by Central. Jordan Valley is also an entity that has been delegated the right to the beneficial use of the water rights designated for use in the Reuse Project (U.C.A. § 73-3c-102(7)(a)(iv)) and has the right to sell or deliver water under the water rights designated for the Reuse Project (U.C.A. § 73-3c-102(7)(a)(v)).
- d. Jordan Basin is the owner or operator of the Treatment Plant that will be used to treat the wastewater proposed for use in the Reuse Project (U.C.A. § 73-3c-102(7)(a)(ii)).
- e. Draper is a water supplier not holding title to the water rights designated for use in the Reuse Project but sells or delivers water under the water rights designated for use in the

Reuse Project (U.C.A. § 73-3c-102(7)(a)(v)) and is also a seller of the Reuse Water being made available through the Reuse Project (U.C.A. § 73-3c-102(7)(a)(vi)).

- f. Bluffdale is a water supplier not holding title to the water rights designated for use in the Reuse Project but sells or delivers water under the water rights designated for use in the Reuse Project (U.C.A. § 73-3c-102(7)(a)(v)) and is also a seller of the Reuse Water being made available through the Reuse Project (U.C.A. § 73-3c-102(7)(a)(vi)).
- g. Draper City is an entity not holding title to the water rights designated for use in the Reuse Project but sells or delivers water under the water rights designated for use in the Reuse Project (U.C.A. § 73-3c-102(7)(a)(v)) and is also a seller of the Reuse Water being made available through the Reuse Project (U.C.A. § 73-3c-102(7)(a)(vi)).
- h. Sandy is an entity not holding title to the water rights designated for use in the Reuse Project but sells or delivers water under the water rights designated for use in the Reuse Project (U.C.A. § 73-3c-102(7)(a)(v)) and is also a seller of the Reuse Water pursuant to a separate water supply exchange agreement with Draper being made available through the Reuse Project (U.C.A. § 73-3c-102(7)(a)(vi)).
- i. MWDSL is an entity that is a contract holder for Project Water supplied by Central. MWDSL has also been delegated the right to the beneficial use of the water rights designated for use in the Reuse Project (U.C.A. § 73-3c-102(7)(a)(iv)) and has the right to sell or deliver water under the water rights designated for the Reuse Project (U.C.A. § 73-3c-102(7)(a)(v)).

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: July 30, 2024

Agenda Item: Consider authorizing GM to pre-approve the abandonment of portions of the SLA Corridor in connection with acquiring SLAR easements

Objective: Authorize the General Manager to pre-approve abandonment of portions of the SLA Corridor in connection with acquiring SLAR easements.

Background: Periodically during acquisition of the SLAR easement property owners have requested abandonment of a portion of the existing SLA easement. This prospect was shared with and considered by the board previously as a general statement not specific to any particular property.

Staff has since been asked to abandon a portion of the SLA easement on six properties, with four asking for the western 25 feet and two for the eastern 25 feet. The relinquished easement, if approved, would come at a 1:1 cost with the new SLAR easement (i.e., put toward the SLAR acquisition cost).

To help facilitate these negotiations, staff seeks for the board to authorize the General Manager to pre-approve abandonment of portions of the SLA Corridor in connection with acquiring SLAR easements. Abandonments would be reported at the next scheduled board meeting.

Committee Activity: The Engineering Committee discussed this item on July 30, 2024 and forwards a positive recommendation.

Recommendation: Authorize the General Manager to pre-approve abandonment of portions of the SLA Corridor in connection with acquiring SLAR easements.

Agenda Item: Reporting items on acquisition of District fee property

Objective: Report on property procurement related to the SLAR.

Background: On September 18, 2023 the board authorized the General Manager to acquire property interest for the new SLAR pipeline. While the intent was to acquire easement for the SLAR Corridor, which is nearly fully contained within the existing SLA easement, several opportunities arose to purchase the underlying property in fee simple. The following properties have been acquired:

- Three parcels along Danish Road



- One parcel north of 10MG Reservoir
- A portion of a parcel north of 10MG Reservoir that was purchased in easement, however the District will acquire the fee once the parcel is formally divided



Committee Activity: The Engineering Committee heard this item on July 30, 2024.

Recommendation: This is a reporting item only.

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: August 1, 2024

Agenda Item: Consider ratification of procurement with Lumen

Objective: Report on and receive ratification of a Special Construction Proposal with CenturyLink for relocation of utilities impacted by the Cottonwoods Connection project.

Background: While excavating for the CC-1 vault at the intersection of Nutree Drive and Fort Union Boulevard, Whitaker Construction discovered an unmarked fiber duct bank consisting of six 4-inch diameter conduits. The conduits must be relocated before Whitaker can continue working.

The project team coordinated with CenturyLink (also sometimes known as Lumen and Qwest Corporation) and received the attached Special Construction Proposal, which includes the immediate relocation and four others identified during design. CenturyLink desires to complete the relocation themselves with the District reimbursing the actual cost of doing so post-relocation. The estimated cost for these five relocations is \$220,261.01.

Additional relocations may be required as construction proceeds.

Committee Activity: The Engineering Committee discussed this item on July 30, 2024 and made a positive recommendation to ratify the Special Construction Proposal as described.

Recommendation: Ratify the Special Construction Proposal for CenturyLink to relocate utilities for the Cottonwoods Connection project, at an estimated cost of \$220,261.01.

Attachments:

- Lumen Special Construction Proposal

Special Construction Proposal

Date: 7/26/2024

Billing Address: _____ Work Location: _____

Customer: Metropolitan Water District of Salt Lake & FORT UNION DR ARE COTTONWOOD HEIGHTS

Attention: Kelly Stevens County SALT LAKE

3430 Danish Rd. _____ COTTONWOOD HEIGHTS, UT

Cottonwood Heights, UT 84093

This Proposal is governed by the terms and conditions set forth herein as well as any applicable state or federal tariffs filed with the appropriate state or federal regulators. Description and/or specifications of work to be performed by an operating affiliate of CenturyLink Inc. ("CenturyLink") under this Proposal ("Work") is as follows:

Payment will be collected upon completion of project based on actual costs, no advanced payment required. If add'l relocation work is found and the estimated cost is to increase we will notify customer prior to performing work.

1. Removing an existing 300 pair copper cable and replace with service drops for 200' near Danish Way and Deer Creek Rd.
Sta 61+00. – BY March 2026
2. Removing an existing 100 pr and 25 pair cable and placing a splice ped at the terminus point at Creek Rd and Oak Hills Dr due to conflict with a water manhole.
Sta 71+00- BY March 2026
3. Providing special equipment to support Lumen's major duct structure across Bengal Blvd for trenching for the waterline that is approximately 18' deep.
Sta 88+00 - BY January 2026
4. Relocating a 6-4" duct fiber system at Nutree Drive and Fort Union Blvd for conflicts with a proposed test station.
Sta 138+41 - ASAP
5. Expose and shift a 6-4" duct bank at East Big Cottonwood Canyon Rd and Fort Union Blvd due to conflicts with the proposed waterline.
Sta 225+00 - BY September 2024

Amount Quoted to Customer: \$220,261.01

Final Billing will be the Actual Cost of Work Performed

Customer shall indicate its acceptance of this Proposal by signing where indicated below. The date of Customer's signature shall be the effective date of this Proposal (the "Effective Date"). Upon such acceptance by Customer, this Proposal and the terms and conditions of any applicable Tariffs shall constitute a binding agreement.

For the Work performed hereunder, Customer will be responsible for the actual charges incurred by the Lumen affiliate performing the Work ("Provider"). The estimated charges above shall be paid prior to commencement of the Work ("Advance Payment"). Amounts due from Customer in excess of the Advance Payment shall be paid by Customer within thirty (30) days of invoice, or such longer time, if any, as set forth on such invoice. Refunds due Customer, if any, shall be refunded if and as required by applicable Tariffs. All past due, undisputed amounts due from Customer to Provider will be assessed a late fee at 14% APR. Where applicable, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against Provider or Customer, but excluding any taxes based on Provider's net income.

For Governmental Customers only, no Advance Payment is due. Lumen will submit an invoice of charges upon completion of the Work, payable within forty-five (45) days of receipt. Past due undisputed amounts will be assessed a late fee in accordance with applicable laws.

The Work in this Proposal is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning.

This Proposal shall be deemed withdrawn by Provider if not accepted by Customer within thirty (30) days of the date of this Proposal. Except for Proposals signed by Governmental Customers, if Provider has not received the Advance Payment within thirty (30) days of the Effective Date, this Proposal will automatically expire without further action by either party.

Customer
 Authorized Signature: _____
 Name Printed/Typed: _____
 Title: _____
 Date: _____

Agenda Item: Consider authorizing the General Manager to pre-approve utility relocation costs associated with the Cottonwoods Connection project

Background: The Cottonwoods Connection project includes working around, and occasionally relocating, existing utilities. Many utility owners want to perform the relocation themselves, with the District reimbursing the cost. Others require the District to perform a portion of the relocation work. Three of these utilities are described below.

Questar Gas: Relocation of high pressure natural gas lines.

1. 10-inch line in Wasatch Boulevard at Fort Union Boulevard (estimated cost of \$404,120).
2. 6-inch line in Fort Union Boulevard (estimated cost of \$49,822).
3. Two relocations in Danish Road (estimated cost not yet available).
4. One relocation at the LCWTP (estimated cost not yet available).

Lumen: Relocation of fiber conduits.

1. Five relocations / modifications along the project alignment (estimated cost of \$220,261.01).

Rocky Mountain Power: Relocation of underground and burial of aboveground power lines.

1. Bury one overhead span across Danish Road at Hidden Oak Drive (estimated cost of \$16,500). The District is responsible for installing new conduit for the underground facilities, which is anticipated to occur through a change order with the District's contractor.

It is expected additional utilities will be discovered and require relocation during construction of the Cottonwoods Connection project. In order to quickly respond to these situations as they arise, staff is seeking authorization for the General Manager to approve the above and similar utility relocation expenses as they arise, which may exceed \$50,000, with each being reported to the board at the next available meeting.

Committee Activity: The Engineering Committee discussed this item on July 30, 2024 and was supportive of granting the General Manager authority to sign utility relocation contracts as required for the Cottonwoods Connection project.

Options:

1. Authorize the General Manager to sign utility relocation contracts as required, which expenses may exceed \$50,000, for construction of the Cottonwoods Connection project. The General Manager shall first determine that time is of the essence in executing the contract and discuss the contract with the board chair. The contract will be reported to the board at the next scheduled meeting.
2. Authorize the General Manager to sign utility relocation contracts as required, in an amount not to exceed ____, for construction of the Cottonwoods Connection project.

3. Require utility relocation contracts exceeding \$50,000 to obtain board authorization prior to signature.

Recommendation: Staff recommends Option 1. Because proposals include only estimated relocation costs and such costs vary widely between proposals, placing an arbitrary authorization limit provides a potential for actual costs to exceed the authorization limit. In most cases, utility relocation must occur quickly to avoid costly construction delays.

Metropolitan Water District of Salt Lake & Sandy FY2025 CAPITAL PROJECTS REPORT July 2024

Last updated: August 1, 2024

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 continues to make progress on CC-1 east of Wasatch Boulevard with an anticipated completion date in mid-August. Work across Wasatch Boulevard will begin immediately thereafter.

Whitaker Construction began utility relocation and potholing at Fort Union Boulevard and Nutree Drive. An unmarked Lumen fiber duct bank was discovered; relocation negotiations are in progress, however the discovery set the contractor start date back at least four weeks.

Easement Acquisition: Seventeen easements have yet to be acquired. Offers were extended to all property owners.

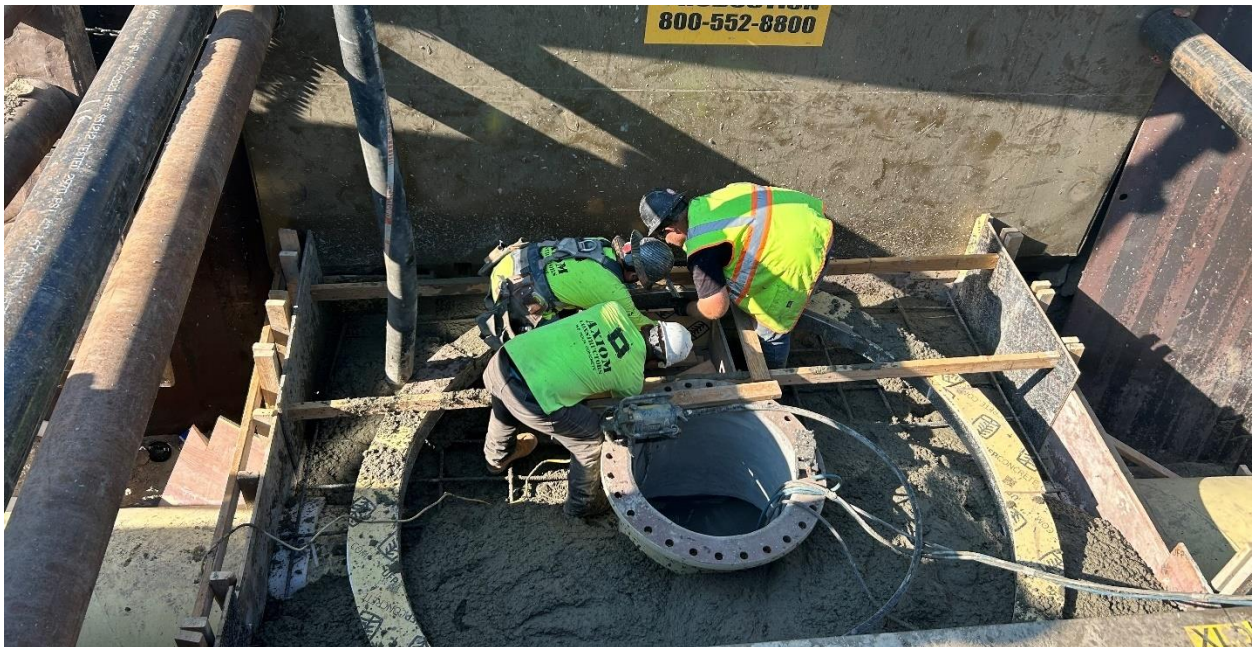
Public Involvement: Public meetings were held in Cottonwood Heights on July 15, 17, 23, and 25. A project press conference / ground breaking is scheduled on August 6. Staff is very pleased with the level of effort and professionalism Kimley Horn brings to the project.



June 20: The contractors are juggling staging at the LCWTP.



June 20: Progress on CC-1 east.



July 9: The manway at 239+40 was installed.



Left: The contractor is routinely removing large boulders in the excavation. Right: Blue warning tape is installed above the pipe after backfill.



July 17: Grubbing, potholing, and pipe staging is beginning at Fort Union Blvd and Nutree Dr.

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	\$ 1,404,030.45
Engineering Spent to Date:		\$ 3,440,833.26 / 93.6%	

Easement Acquisition			
District Project Manager:	Kelly Stevens		
Acquisition Budget:	\$ 3,000,000.00		
Acquisition Agent:	Davenport Consulting		
Final Completion Date:	30-Jun-25		
Original Contract Amount:	\$ 97,350.00		
Contract Amendments:	\$ -		
Total Contract Amount:	\$ 97,350.00		
Fiscal Year:	2024	2025	
Agent Spent:	\$ 40,350.00	\$	0.00
Easement/Prop. Costs:	\$ 1,228,716.00	\$	62,861.00
Survey Spent:	\$ 4,300.00	\$	0.00
Other Costs:	\$ 6,100.00	\$	0.00
Acquisition Spent to Date:		\$ 1,342,147.00 / 44.7%	

Staff is reviewing construction invoices. This section will be updated with the next report to reflect construction, inspection, public involvement, and other related project expenses.

Salt Lake Aqueduct Replacement Reaches 2 and 3 (SA063)

Purpose: New pipeline to provide resiliency to the SLA and meet contractual delivery obligations.

Update: The District anticipates receiving a BRIC grant for project scoping.

District Project Manager:	TBD
Design Engineer:	TBD
Preliminary Design Completion Date:	TBD
FY25 Budget:	\$200,000.00
FY25 Contract Amount:	TBD
Change Orders / Percent:	\$0.00 / 0.0%
Spent to Date:	\$0.00
District Purchases:	\$0.00
FY25 Expenses to Date / Percent Spent:	\$0.00 / 0.0%

Salt Lake Aqueduct Hardening (SA062)

Purpose: Improvements including replacement and slipline of the SLA for seismic stability.

Update: A kickoff meeting is scheduled for August 29.

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:	\$0.00
District Purchases:	\$0.00
FY25 Expenses to Date / Percent Spent:	\$0.00 / 0.0%

Little Cottonwood Conduit Replacement and Intake Modifications (LC069)

Purpose: Replace the raw water LCC and modify the lower intake structure.

Update: A feasibility workshop was held on July 22.

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	\$60,044.83
Change Orders / Percent:	\$0.00 / 0.0%	\$0.00 / 0.0%
Spent (to date):	\$135,177.17	\$0.00
District Purchases:	\$0.00	\$0.00
Total Expenses to Date / Percent Spent:	\$135,177.17 / 11.3%	

Little Cottonwood Water Treatment Plant Administration Campus Improvements (LC071)

Purpose: Construct a new server room and improve Administration Building landscaping and parking.

Update: A kickoff meeting was held on July 16.

District Project Manager:	Ammon Allen
Design Engineer / Contractor:	GSBS Architects
Final Completion Date:	June 30, 2024
FY25 Budget:	\$250,000.00
Contract Amount:	\$54,960.00
Change Orders / Percent:	\$0.00 / 0.0%
Spent to Date:	\$0.00
District Purchases:	\$0.00
Expenses to Date / Percent Spent:	\$0.00 / 0.0%

Fleet Program Replacement

Purpose: Replace three pick-ups.

Update: A ¾-ton pickup was received and will be equipped with a utility bed.

District Project Manager:	Michael Carter
Project Budget:	\$185,000.00
Project Spent to date:	\$49,786.14 / 26.9%

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: No progress to date.

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

POMFWP 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: Staff is preparing documents for bidding.

District Project Manager:	Augusto Robles
Contractor:	TBD
Final Completion Date:	June 30, 2025
Project Budget:	\$160,000.00
Contract Amount:	TBD
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: No progress to date.

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: No progress to date.

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 is advantageous for protecting the SLA and its future refurbishment and/or replacement(s).

Update: An appraisal was ordered and is anticipated in late August.

District Project Manager:	Ammon Allen
Project Budget:	\$400,000.00
Project Spent to date / Percent Spent:	\$0.00 / 0.0%

Miscellaneous

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

Update: No expenses to date.

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

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: Construction is on hold with the well house, transformer, and ancillary piping on order. All work save the transformer is anticipated to be complete by December 31, 2024. The electric transformer is anticipated to arrive 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	\$0.00
Engineering Design Spent to date:	\$742,728.08 / 77.2%			

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	\$0.00
Total Spent to date:	\$4,012,619.25 / 71.6%	

Other Project Costs	
Integration (SKM):	\$827.50
District Purchases	\$1,204.00

Total Project Budget:	\$10,821,309.10
Total Project Spent to date:	\$8,207,257.24 / 75.8%

**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 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
- 150th 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 July 2024 board packet and covers May 10, 2024 to June 6, 2024.

A kickoff meeting will be held in July for the Jordan Aqueduct Seismic Resiliency Study, which recently received both a FEMA BRIC grant and a State of Utah grant.

The consultant delivered 60% specifications and drawings for the JVWTP Filter and Chemical Feed Upgrades and Expansion Project. The project is scheduled to bid for construction in February 2025.

The JVWTP Sedimentation Basins 1-2 Seismic and Capacity Upgrades Project is also anticipated to be bid in February 2025. Civil design is at 100% completion and electrical design at 60%.