

Metropolitan Water District of Salt Lake & Sandy

3430 East Danish Road, Cottonwood Heights, UT 84093

Phone: 801-942-1391 Fax: 801-942-3674

www.mwdsls.org



METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY REQUEST FOR PROPOSALS FOR SALT LAKE AQUEDUCT REPLACEMENT – COTTONWOODS CONDUIT PUBLIC ENGAGEMENT

Last Updated: April 26, 2022

ISSUE DATE:

April 26, 2022

PROPOSALS DUE:

10:00 AM Mountain Time, May 18, 2022

Proposals received after this deadline will not be considered

NUMBER OF COPIES REQUIRED:

One (1) PDF of proposal, One (1) PDF of proposed Fee and Rate Schedule (separate from proposal) submitted via SciQuest (Utah Supplier Portal).

DELIVERY ADDRESS:

Proposal submitted via SCiQuest (Utah Supplier Portal)

CONTACT PERSON:

Wayne Winsor, P.E.

TELEPHONE:

801-942-9631 (Office)

E-MAIL:

winsor@mwdsls.org

Metropolitan Water District of Salt Lake & Sandy (“District”/“MWDSLS”) is requesting Proposals (RFP) from qualified consulting firms (“Consultant”) to provide public engagement services to plan, successfully communicate, and engage with decision makers, key stakeholders, and members of the public regarding the Salt Lake Aqueduct Replacement – Cottonwoods Conduit project (“Project”). The project is located in Cottonwood Heights, between the Big Cottonwood Water Treatment Plant (BCWTP), near the mouth of Big Cottonwood Canyon, and Little Cottonwood Water Treatment Plant (LCWTP) as detailed in Figure 1 below.

BACKGROUND

The Salt Lake Aqueduct (SLA) is a 42-mile aqueduct, mostly 69-inch inside diameter and mostly reinforced concrete pipe, placed into service in 1951. The District recently completed the Master Plan of System Improvements, 2020 Update in which it recommends the finished water (FW) portion of the SLA be replaced or rehabilitated by 2030. The plan also recommends significant Process Improvement Projects at the LCWTP.

In 2021, Salt Lake City Department of Public Utilities (SLCDPU) completed the alternative analysis phase of the BCWTP Rebuild Project. This analysis provided the necessary information to select an alternative utilizing regional water treatment capacity and operations to permit demolition of the BCWTP for replacement of the existing conventional treatment facility within the boundaries of the existing site.



Figure 1 Location Map

This regional approach consists of transporting Big Cottonwood Creek (BCC) raw water south to the existing LCWTP via a new pump station, Cottonwoods Connection and SLA replacement pipeline. The LCWTP is owned and operated by MWDSLs and has sufficient available capacity for treatment and distribution of BCC water for the benefit of its member cities, namely Salt Lake City and Sandy, while the BCWTP is under construction.

The facilities required to transports these waters include:

- 1) A new raw water pump station at the BCWTP site (not part of this project),
- 2) A reach of pipeline (Cottonwoods Conduit) extending from the pump station westerly to the existing SLA right-of-way (ROW), and
- 3) A second reach of pipeline (SLA Replacement) extending from this point southerly, along the SLA ROW and parallel to the existing SLA, to the LCWTP.

SCOPE OF WORK

The scope of this RFP consists of public engagement services divided into three (3) phases: Phase 1 – Preliminary Design, Phase 2 – Detailed Design & Bidding, and Phase 3 –Construction. The initial agreement will be for Phase 1 & 2 services with the intent to amend for Phase 3 services as the engineering project progresses.

With the location of the existing BCWTP being at the mouth of Big Cottonwood Canyon, an important access point to Big Cottonwood Canyon, it is highly visible to the public. The location of the SLA for this project is in Cottonwood Heights, traverses through neighborhoods, front and back yards and public roads. Given the wide range of public interest and multi-agency coordination required for the success of

this project, inter-agency and public engagement will be key components of the project described above.

The Consultant will prepare and facilitate a public engagement strategy to effectively inform and respond to impacted public throughout the project. It is also important to develop a strategy that reaches affected parties in and around the project area. This strategy should consider, but is not limited to, a project website, email list, social media strategy and posts, outreach materials, public open houses (virtual or in-person), and other public interactions, to meet the goals and objectives described below in a manner recommended by the Consultant.

The Consultant will aid in coordination with stakeholders for participation in project meetings as needed to support the project specifically during the preliminary and design parts of the project.

PUBLIC ENGAGEMENT/COMMUNICATION GOALS AND OBJECTIVES

The District is committed to engaging and communicating with the public and key stakeholders throughout all phases of the project to meet the following goals and objectives:

1. Clearly communicate the project need, decision-making process and criteria and the essential nature of the project.
2. Increase awareness of the project benefits and value to the public.
3. Increase public understanding of the project's relevance to audiences' self-interests, everyday lives, to the greater community, and to the health and safety of our environment.
4. Inform stakeholders using general and technical information that is understandable.
5. Provide genuine and meaningful opportunities for parties to express their concerns and provide opinions and feedback.
6. Facilitate effective communication among key decision makers and other interested parties potentially affected by the project.
7. Generate public confidence in, and support of, the project through transparency and through building awareness in a timely and proactive way.
8. Inform the public through proactive communications with stakeholders to clearly illustrate the engagement process, explain previously made decisions, explain and address expectations, and inform when those expectations can be reasonably addressed.
9. Identify and proactively address stakeholder concerns throughout all phases of the project in a timely manner.
10. Update and maintain a Project webpage (if recommended) or virtual space to keep the public and stakeholders informed of program progress and project status. Communication should be interactive where possible, through email exchange, a Q&A format between members of the public and the project team, and an active blog of social media site with regularly updated information.
11. Set up and maintain project phone line (if recommended).
12. Support and coordinate ongoing project specific public outreach activities.
13. Regular meetings and timely updates shared with key District staff on a schedule to be defined during the scoping negotiation process.
14. Coordination and collaboration with the public engagement consultant (Kimley-Horn) for the SLCDPU Big Cottonwood WTP Rebuild project to ensure consistent messaging, to build on efforts of both consulting firms, and effectively communicate with stakeholders and the public.

SCHEDULE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change. If the District finds it necessary to change any of these dates or times prior to the due date, the change will be accomplished by addendum.

RSOQ (Proposal) Advertisement	April 26, 2022
Proposals Due	May 18, 2022 10:00 A.M. MT
Final SOW/Fee due	June 2, 2022
Board Action	June 13, 2022
Notice to Proceed – Design Service	June 20, 2022
Anticipated Completion of Final Design	October 2023
Notice to Proceed - Construction	January 2024

The District's RFP does not obligate the District to award any contract or to pay any costs incurred in the preparation of a proposal, interview, or associated materials.

PROPOSAL REQUIREMENTS

The following items shall be addressed in the Consultant's proposal in addition to the other items described in this RFP. Consultant's submission must follow these requirements:

- Submit all required information as outlined in the **Submission of Proposal** section found in this document.
- Use 8 1/2" x 11" sheet sizes for the text and 11" x 17" sheet sizes for any large drawings or figures.
- Submit one (1) electronic response of proposal in pdf format and one (1) separate electronic response of proposed fee via SciQuest (Utah Supplier Portal).
- All Proposals must include in the filename the firm's name and the following extension .Proposal (or Fee).SLARCC (Ex. xxxx.Proposal.SLARCC.pdf). The submitted Proposal must include the name, title, address, and telephone number of individuals with authority to negotiate and contractually bind the company and who also may be contacted during the period of Proposal evaluation.
- The Proposal will have a page limit set at 12 pages (minimum 11-point font); the page limitation does not include front and back covers, cover letter, dividers, and resumes. Submissions failing to comply with the page limitation will be considered non-responsive to the submittal requirements and disqualified from the selection process. Proposals shall remain effective for ninety (90) calendar days beyond the submittal date.
- The submitted Proposal shall be signed by an officer or employee of the proposing firm authorized to bind the Consultant contractually.
- Submission deadline is **10:00 a.m., Wednesday, May 18, 2022**. It is the Consultant's responsibility to assure delivery of its submittal. Consultants will not be entitled to withdraw or amend their Proposal once submitted. Proposals received after the 10:00 a.m. deadline will not be considered.
- MWDSL reserves the right to request clarification of any item in a Consultant's response or to request additional information necessary to properly evaluate Proposals. All requests for clarification and responses will be via e-mail.

SUBMISSION OF PROPOSAL

The Proposal must include, at a minimum, the following information in the sequence listed below.

Section 1 - Cover letter – An introductory letter shall include the following information:

- A. Introduction of the team proposing to complete the work. Include company's corporate headquarters.
- B. Identify the principal contact person authorized to commit the respondent to a contractual agreement, including name of the individual, address, email, and phone number.
- C. Pertinent characteristics that differentiate the respondent in its ability to perform the proposed work.
- D. A statement confirming the commitment of key personnel identified in the submittal to the extent necessary to meet District's quality and schedule expectations.
- E. Acknowledgement of addenda as applicable.

Section 2 - Experience and references – The consultant's experience and history in the last five (5) years of performing this type of work on similar projects, including the consultant's ability to provide services based on an aggressive timeline. Include references of three persons, firms, or agencies that the District may contact to verify the experience of the firm. This list should include:

- A. Name of client
- B. Location (City and State)
- C. Duration of project
- D. Brief description of the project
- E. Respondent's and proposed team's role in project
- F. Reference contact information (current telephone number and email address)

Also, include the following:

- G. A statement of whether your firm is currently involved in arbitration or litigation for any reason. If so, please elaborate.
- H. A statement of whether your firm has ever filed for reorganization or bankruptcy. If so, please elaborate.
- I. Unique Capabilities (e.g., familiarity with large infrastructure projects, rate increases and innovative recommendations) - Provide a discussion of unique capabilities and experience the consultant brings to this project that will add value and/or increase public perceptions and acceptance of the project and the District's. Evidence of successful public engagement strategies and familiarity with water treatment or aqueduct projects highly desired.

Section 3 - Project organization – Provide a description of project organization and key team members including the following:

- A. An organization chart setting forth the positions, functions, and roles to be performed by key project team members. Chart should include names of key team members.
- B. Describe the Project Manager's experience and history in performing public engagement work on similar projects. Include references of three persons, firms or agencies that the District may contact to verify the experience of the Project Manager.
- C. Describe the location of Proposer's project office(s) and Project Manager to District's office/Project location.
- D. Provide a statement of qualifications and experience for the Project Manager, Project Outreach Specialist and support personnel proposed to perform work on this contract. Demonstrate and confirm the proposer's commitment and ability to provide sufficient

staffing with qualified individuals throughout the contract. Show time commitment and availability of staff proposed for this project.

- E. Provide a resume of not more than two (2) pages per person on the capabilities, experience and qualifications of Project Manager, Project Outreach Specialist and key support personnel as appendices to the Proposal. Resumes should include the team member's name, title, years of experience, education, licenses, applicable certifications, and brief overviews of applicable professional experience.

Section 4 - Approach and Understanding – Provide a summary of the Consultant's understanding of the key public/stakeholder engagement needs for the SLA Replacement – Cottonwoods Conduit project and provide a proposed public engagement approach for achieving the goals and objectives of the Project.

The public engagement approach shall include, as a minimum, the following:

- A. Public Engagement Strategy
- B. Public Engagement Communication Plan including:
 - 1. Communication Protocol for:
 - a. Decision making
 - b. Project team meetings
 - c. Public involvement (PI) meetings
 - d. District Executive Team updates
 - e. Trustee updates
 - 2. Messaging Strategies and Tactics (as recommended)
 - a. District project webpage
 - b. Social media outreach
 - c. Traditional/mainstream media outreach
 - d. Key message updating
 - e. Stakeholder outreach
 - f. Operator Engagement
- C. Management Program
 - 1. Describe the consultant's approach to project management, including management of change, risk and crisis management.
 - 2. Provide a discussion of cost control and reporting processes recommended for this project.
 - 3. Describe the consultant's approach to quality control/quality assurance.

Section 5 – Proposed Fee and Rate Schedule

- A. Submit one (1) Cost Proposal for all services in a separate pdf file clearly marked in the filename.
- B. The cost proposal must be itemized in U.S. dollars and include hourly wages paid for individuals by name and position on the project.
- C. Proposer shall provide its best estimate of all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, web page/domain, fuel or other surcharges, and related costs. Charges not listed in the proposal response will not be allowed.
- D. If there is a conflict between the written and numerical cost amounts, the written amount shall supersede.

Section 6 – Professional Services Agreement

- A. Consultants are requested to review and include a statement indicating the firm will comply with the terms and conditions of District’s standard Professional Services Agreement (attached), including the insurance requirements listed in the document. Any exceptions to the terms, conditions, or requirements found in the Standard Agreement must be identified and included with the Proposal. Such exceptions will be considered in the evaluation and the award processes. The District shall be the sole determiner of the acceptability of any exception.

Proposals must be submitted by the date and time stated above. Proposals received after this deadline will NOT be considered.

EVALUATION CRITERIA

The selection process will be to rank each proposal based on the responses to the requested selection criteria upon which the District will enter into fee negotiations with the highest ranked.

In selecting the successful consultant, the District will consider only those consultants that have demonstrated competence and qualifications substantial for the completion of the proposed Scope of Work identified in this document. The District will place added emphasis to Proposals that demonstrate the firm’s competency as it relates to the following areas:

1. Overall Quality of Proposal (Relative weight given to score - 5%)
 - Consultant has submitted a well-prepared, robust and professional proposal.
2. Experience and Qualifications (Relative weight given to score - 25%)
 - The consultant’s experience and history in the last five (5) years of performing this type of work on similar projects, including the consultant’s ability to provide services based on an aggressive timeline. Include references of three persons, firms, or agencies that the District may contact to verify the experience of the firm.
3. Project Organization (Relative weight given to score - 20%)
 - Provide a description of project organization and key team members.
4. Approach and Understanding. (Relative weight given to score - 30%)
 - Provide a summary of the Consultant’s understanding of the key public/stakeholder engagement needs for the SLA Replacement – Cottonwoods Conduit project and provide a proposed public engagement approach for achieving the goals and objectives of the Project.
5. Proposed Fee and Rate Schedule: (Relative weight given to score - 20%) (Disqualification if not provided)
6. Professional Services Agreement: (Relative weight given to score - 0%)

The evaluation criteria will be rated on a scale of 1 to 5 with 5 being the highest score. The scoring is as follows:

- 0 points: No response or information
- 1 point: Inadequate, fails to meet the requirement
- 2 points: Fair, only partially responsive
- 3 points: Average, meets minimum requirement
- 4 points: Above average, exceeds minimum requirement
- 5 points: Superior

The District will be the sole judge as to which Proposals best meet the selection criteria. The District reserves, at its sole discretion, the right to reject any or all responses received, to waive any submission requirements contained within this RFP, or to waive any irregularities in any submitted response.

ATTACHMENTS

- A. Professional Services Agreement

Metropolitan Water District of Salt Lake & Sandy

3430 East Danish Road, Cottonwood Heights, UT 84093

Phone: 801-942-1391 Fax: 801-942-3674

www.mwdsls.org



Attachment A
Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
PUBLIC ENGAGEMENT
for the
SLA REPLACEMENT – COTTONWOODS CONDUIT
DRAFT**

Last updated: April 19, 2022

This Professional Services Agreement (Agreement) is made and entered into this ___ day of June ____, 2022, by and between the Metropolitan Water District of Salt Lake & Sandy (District) and [*Company*], a Utah corporation (Consultant).

PURPOSES

The expertise of Consultant is required by the District in order to support District staff. Consultant was selected through a competitive Proposal process in accordance with Utah Code and District procurement regulations. The Consultant and its principals and employees are qualified by experience and training to provide, and the Consultant has indicated an interest and a willingness to perform, these services for the District. The parties desire to have in place an agreement which describes the terms and conditions under which Consultant will perform the described work.

TERMS

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

1. **DESCRIPTION OF SERVICES.** Consultant will perform those services required for preliminary and final design services for the Salt Lake Aqueduct Replacement – Cottonwoods Conduit as described in Exhibit A attached, which is incorporated by reference into this Agreement as if restated here.

2. **SERVICES OF CONSULTANT.** Consultant shall provide services to District as an independent contractor in accordance with the applicable professional standards of care, and in a reasonably timely, efficient, and professional manner, consistent with this Agreement.

3. **RESPONSIBLE STAFF MEMBERS.** Responsible principals or staff members of Consultant, and any sub-consultants identified by name in 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. **CONTRACT PRICE.** The Scope of Services described in Exhibit A for the Salt Lake Aqueduct Replacement – Cottonwoods Conduit is awarded on a time and materials basis not

to exceed the amount of \$_____. Consultant shall receive payment based on the hourly rates and expenses described in the Consultant's schedule of fees and expenses included with Exhibit A.

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

6. PERIOD OF SERVICE. This Agreement shall be effective upon signing and shall terminate on December 31, 2024.

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, web pages, passwords, estimates, field notes, investigations, studies, computer programs, or other data.

9. COMPLETENESS AND ACCURACY. Consultant shall be solely responsible for the completeness and accuracy of all of its final work product, including, but not limited to, plans, supporting data and technical specifications prepared pursuant to this Agreement. Consultant shall

be responsible to District for any error or omission by any of its employees, subcontractors or suppliers. Consultant shall correct all errors or omissions at its own expense. This provision is not intended to prevent Consultant from seeking reimbursement or indemnity from any employee, subcontractor or supplier. Any additional cost or damages incurred by District as a result of such errors or omissions shall be the responsibility of Consultant.

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

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

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

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

13. WAIVER OF CLAIMS. Prior to acceptance of final payment, Consultant shall submit in writing to District any known claim that Consultant or any of Consultant's employees, sub-consultants or subcontractors may have against District or any of its employees. The acceptance of final payment by Consultant will constitute a waiver of any such claim other than those claims previously made in writing and submitted to District. Consultant shall hold District harmless from any claims, including costs and attorneys' fees, by any of Consultant's employees,

sub-consultants or subcontractors which are not made in writing prior to acceptance of final payment. The tendering of final payment by District will not constitute a waiver of any claim District might have against Consultant, whether known or unknown at the time such payment is made.

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

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

If to District To:

Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093

If to Consultant To:

[Firm]
Attn: *[Contact]*
[Address]
[Address]

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement effective the ___ day of May, 2022.

DISTRICT:

Metropolitan Water District of Salt Lake & Sandy

By: _____
Michael J. DeVries, General Manager

CONSULTANT:

[Firm name]

By: _____
[Name, Position]

Exhibit A
Scope of Work and Fee

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

Last Update: June 4, 2018

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. \$3,000,000
- v. Limits to apply to this project individually.

2. WORKERS' COMPENSATION and EMPLOYERS LIABILITY:

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

3. PROFESSIONAL LIABILITY:

- i. \$2,000,000 Per Claim
- ii. \$3,000,000 Aggregate

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$100,000, 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. OTHER INSURANCE PROVISIONS

The General Liability Coverage is to contain, or be endorsed to contain, the following provisions:

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

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

D. ACCEPTABILITY OF INSURERS

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

E. VERIFICATION OF COVERAGE

Consultant and all of Consultant's contractors and all subcontractors 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.