

**Statement of Work**  
**Metropolitan Water District of Salt Lake & Sandy**  
**Little Cottonwood Water Treatment Plant Solids Handling Study**  
**District Project Number: LC030**

Last Update, July 22, 2008

**INTRODUCTION**

The Metropolitan Water District of Salt Lake & Sandy (District) plans to refurbish or replace the solids handling facilities of the Little Cottonwood Water Treatment Plant (LCWTP). The LCWTP has been treating water since it began operation in 1960 and is located at 3430 E. Danish Rd. (9000 S) in Cottonwood Heights.

The LCWTP treats water for its customers in the Salt Lake Valley 24-hours a day, 7 days a week and provides a current maximum capacity of 113 million gallons per day (MGD). Water comes primarily from two sources: Little Cottonwood Creek and Deer Creek Reservoir. Finished water is provided primarily to Salt Lake City and Sandy City. Since its startup, the LCWTP has rarely been shut down and for no more than a day.

Deficiencies noted with solids handling at the LCWTP include:

- The primary sludge concentration tank (clarifier) is in need of repair.
- Waste wash water tank (equalization basin) overflows during backwash procedures.
- A bottleneck occurs at a splitter box downstream of the waste wash water tank.
- Inability to adequately remove chemical residuals should overflow spill into Little Cottonwood Creek and Little Willow Creek.
- Sludge lines are nearing the end of their useful life.
- Sludge line to drying beds backs up and overflows into uphill beds.
- Gates on drying beds lack the electronics for remote operation.
- Future facility expansion to 150 MGD will aggravate the current deficiencies.

**REQUIREMENTS**

The District requires engineering services to study Little Cottonwood Water Treatment Plant Solids Handling System. The consultant shall first perform a condition assessment of the existing facilities and prepare a memorandum of understanding. The memorandum of understanding will serve as the basis for the study and should include a summary of current system operation including schematic drawings. Following completion of the memorandum of understanding, the consultant shall conduct an evaluation of current solids handling technologies and evaluate the best course of action for the District, whether it is to maintain current technology and repair or replace the existing equipment or consider a different solids handling process that will improve efficiency at the same or better operational and maintenance cost. The report shall include an

overview of each technology including implementation cost, strengths and deficiencies. Further detail shall be provided to the recommended technology.

The successful consultant shall provide these services as generally described above and outlined within, using 2004 or later versions of AutoCAD and Word software programs. Facilities or improvements shall be designed to meet the District's seismic policy. Copies of the seismic policy are available on request.

## **SCOPE OF WORK**

The scope of work for the solids handling study is generally outlined below.

**Task 1: Progress Meetings/Information Review:** Consultant shall meet with the District's project manager to review progress on a weekly basis. Formal project meetings with District staff shall be held to kickoff the project and review deliverables. Meeting minutes shall be kept for each weekly and formal meeting, as a matter of record. A formal presentation to the District's Engineering Committee, Board of Trustees, and Member Cities may be required following completion of the study.

**Task 2: Condition Assessment:** Prepare a memorandum of understanding of the LCWTP solids handling facilities. Describe current conditions, operational strategies (current and intended) and deficiencies.

**Task 3: Alternative Evaluations:** Consultant shall conduct a review of available technologies for Little Cottonwood Water Treatment Plant Solids Handling. No less than four (4) alternative strategies for solids handling shall be considered in addition to the option of keeping the current technology. Emphasis shall be paid to overall system efficiency and cost (both construction and operational and maintenance). Consultant shall provide a recommendation of the preferred alternative. The selection criteria, describing why the selected recommendation is in the best interest of the District, shall be included. Consultant may want to consider how each or preferred alternative could impact future Aqueduct Storage Recovery facilities and existing pigging structures.

**Task 4: Describe Recommendation:** Consultant shall describe the recommended alternative in more detail. This shall include, but not be limited to, preliminary design drawings including instrumentation and control, suggested construction schedule, expected impact on existing operations, and further detail to cost estimates.

Seven (7) copies of the draft study shall be submitted to the District for review. District comments shall be incorporated into a final study that shall contain an executive summary. Consultant shall submit five (5) print copies and one (1) electronic copy of the study.

## **PROPOSAL REQUIREMENTS**

The following items shall be addressed in the consultant's proposal in addition to the other items described in this Statement of Work. Provide six (6) copies of the consultant's proposal. The consultant's proposal for this project shall not exceed ten (10), 8 ½ x 11-inch pages and shall be in letter format. The font size shall be no smaller than size 12. The proposal shall include the items shown below in the order shown. Resumes of key proposed team members may be attached to the back of the consultant's proposal as Section 7. Resumes will not count toward the ten (10) page limit specified herein.

**Section 1: Approach and Scope of Work.** The consultant shall develop a detailed approach and scope of work for the project. The consultant's approach shall be clearly presented in the proposal and shall be coordinated with the scope of work. The consultant's scope of work shall include a description of the work to be performed under each task.

**Section 2: Project Manager.** The proposed project manager shall be identified along with the following information:

- 1) A brief resume summarizing project management experience of the proposed project manager.
- 2) A list of past projects completed by the proposed project manager. Provide project title, date of completion, description of work performed, project name, address, phone number, and contact person.
- 3) A brief statement summarizing the proposed project manager's approach and philosophy for managing this project.
- 4) Describe the Project Manager's current level of availability and average weekly commitment to this project.

**Section 3: Project Team.** Key staff members of the consultant, subconsultants, or special consultants that will be committed to this project shall be identified along with the following information:

- 1) Specific areas of responsibility for key staff members on this project and extent of involvement in these areas.
- 2) Summary of specific experience and qualifications of key staff members in the areas of responsibility for this project. List of past projects of similar work performed by key staff members detailing their responsibilities and extent of involvement on these projects (list year, project type, size, etc.).
- 3) Highlight relationships within the key staff members such as working on similar projects in similar roles as proposed, etc. Provide a list of projects that demonstrate the relationship.
- 4) Provide a percentage of time each key staff member of the consultant, subconsultants, or special consultants will be dedicated to this project.
- 5) Provide a labor rate schedule for key staff members of the consultant, subconsultants, or special consultants.

**Section 4: Location of Office.** Location of office(s) where the actual work will be performed and location of key personnel shall be stated.

**Section 5: Schedule.** The consultant shall include a schedule for completing the consultant's services for the study and an estimated schedule should the consultant continue on into the next phase of work.

The District's schedule is to begin implementation of the recommended solids handling approach as soon as possible and in a manner that does not conflict with ongoing plant operation.

**Section 6: Insurance.** Consultant shall state the level of professional liability insurance coverage that their firm maintains.

**Section 7: Appendix.** Consultant shall attach resumes of key team members proposed for this project.

In addition, a Draft form of the Professional Service Agreement intended for this project is attached to this Request for Proposal for the Consultant's review and comment. Consultant shall include any comments regarding the agreement in this section.

**Section 8: Solids Handling Study Fee Proposal.** In a separate sealed envelope, the consultant shall submit a fee proposal, including hourly rates and standard expenses for the proposed project team. The fee proposal shall include a summary of labor hours and fee per person per Task. In addition, each Task shall be sub-totaled with labor hours, labor cost and expenses. Finally, the fee proposal shall summarize the project cost as described in the proposal without exceptions or exclusions. Items described in the consultant's proposal that were not included in this Statement of Work shall be shown as extra, and listed separate such that its value can be easily added into the final fee. The envelope shall be submitted at the same time as the proposal. The consultant shall include the hours and rates for all subconsultants planned to work on the project. The District reserves the right, as part of the District's proposal evaluation process, to open the envelopes of one or more proposals at the selection committee meeting after first ranking the firms technically.

#### **PROPOSAL EVALUATION CRITERIA**

The consultant's proposal will be evaluated based on the following criteria and its weighting factor:

- 1) (25%) The professional qualifications of the **proposed project manager**, including the extent of specialized project management experience, past performance on similar projects, and past performance on District projects;
- 2) (20%) The professional qualifications of the **proposed project team**, including the extent of specialized experience in the type of work required, past performance on similar projects, and past performance on District projects. Design team shall be familiar with the District's seismic design criteria;

- 3) (15%) The consultant's **approach and scope of work;**
- 4) (10%) The consultant's **familiarity with the project requirements** and with District facilities and operations;
- 5) (10%) The capacity of the consultant to accomplish the work and **ability to meet schedule;** MWDSLS desires to begin Final Design, if necessary, by November 2008 and Construction before July 1, 2009.
- 6) (20%) **Cost.**

### **SCHEDULE**

A schedule of key dates for the proposal process is as follows:

- 1) Proposals due - August 12, 2008
- 2) Proposal selection committee meeting – August 20, 2008
- 3) Interviews (if needed) – August 22, 2008
- 4) Proposal selection committee meeting (if needed) – August 22, 2008
- 5) Negotiate scope of work and fee – August 25, 2008 to September 4, 2008
- 6) Recommendation of Award to Engineering Committee – September 5, 2008 (proposed)
- 7) Board Approval – Sept 15, 2008

Proposals shall be received by 2:00 P.M. on the date given above at the following address:

Susi Paiz, Procurement Analyst  
Metropolitan Water District of Salt Lake & Sandy  
3430 East Danish Road  
Sandy, Utah 84093

The District's request for proposals 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.

### **CONTRACT AWARD**

The District may award a contract resulting from this Statement of Work to the responsible consultant who is most advantageous to the District based on the evaluation criteria. The District may (1) reject the proposal, and/or (2) waive informalities and minor irregularities in the proposal received.

The District may award a contract on the basis of the initial proposal received, without discussions. Therefore, the initial proposal should contain the consultant's best terms from a technical and cost standpoint.

An executed agreement by both parties will act as the consultant's Notice to Proceed.

**MISCELLANEOUS**

The consultants will work with the District's Project Manager, Ammon Allen, during the execution of this project.

All questions regarding this statement of work shall be directed to:

Ammon Allen  
MWDSLs Project Engineer  
(801) 942-9687  
allen@mwdsls.org

AA/WEW

**AGREEMENT FOR CONSULTING SERVICES FOR  
THE METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY'S  
TERMINAL RESERVOIR REPLACEMENT PROJECT  
PRELIMINARY DESIGN**

This Agreement for Consulting Services for the Metropolitan Water District of Salt Lake & Sandy's ("District") Little Cottonwood Water Treatment Plant Solids Handling Study ("Project") is entered into between District and {XXXXXXXX}[Consultant], a [XXXXXX] corporation ("Consultant") with its Utah offices in Salt Lake County.

**AGREEMENT PURPOSE**

As part of the District's Capital Improvements Plan, District is undertaking the study of Little Cottonwood Water Treatment Plant Solids Handling. District distributed a Statement of Work to and requested proposals from, qualified consulting firms. Consultant submitted a Proposal. District and Consultant then negotiated a Scope of Work and Fee Estimate which are intended to replace the Statement of Work and the Consultant's Proposal. The Scope of Work and Fee Estimate are attached to this Agreement as Exhibits "A" and "B" respectively, and are incorporated herein as a part of this Agreement. District has selected Consultant to provide such services in an experienced, professional, competent and cooperative manner, as an independent contractor of District in accordance with the attached Scope of Work and Fee Estimate (Exhibits "A" and "B") and the terms contained in this Agreement.

**AGREEMENT TERMS**

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

1. PROJECT DESCRIPTION. The Project shall be known as the Little Cottonwood Water Treatment Plant Solids Handling Study ("Project.")
2. SERVICES OF CONSULTANT. Consultant shall cooperatively provide its services to District as an independent contractor in a timely, efficient, competent and professional manner, consistent with this Agreement and the attached exhibits.

3. RESPONSIBLE STAFF MEMBERS. The individual staff members of Consultant's staff named in the Scope of Work and Fee Estimate shall be committed to the Project for its duration and shall perform the services described in the attached exhibits. Consultant shall provide verification with each request for payment that this condition is being met by submitting to District the names of staff members, their respective hours worked and a brief description of the work performed by each staff member. Any responsible staff member of Consultant who is unwilling or unable to serve shall be replaced by an individual who is equally qualified and shall be subject to District's reasonable approval. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement in whole or in part, at the option of District.

4. SCHEDULE OF PAYMENTS. Consultant shall receive payment based on the hourly rates and expenses as described in the Consultant's schedule of fees and expenses as described at Exhibit B. The total payment to Consultant for services shall not exceed [xxxxxxx] (\$[xxxxxxx].) Payment for services shall be made within thirty (30) days of receipt of a billing in proper form. Any payment owed which is not made within thirty (30) days shall earn interest at a rate of 8% per annum.

5. PERIOD OF SERVICE - DELAYS. Consultant shall commence work upon the signing of this Agreement and shall complete its services in a timely and diligent manner in accordance with the provisions in Exhibits A and B. Consultant shall notify the District in writing within ten (10) days of an act of God or other unforeseeable event beyond the control of Consultant that might result in a delay in performance. Upon approval by District, an extension of time to complete the services equal to the number of days of the delay may be allowed. Such additional time shall be the only remedy. No extension of time will be allowed should the Consultant fail to timely notify District of such delays. Time is of the essence.

6. DISTRICT RESPONSIBILITIES. District will cooperate with Consultant. District will provide Consultant with such information relating to the Project as is available to District and reasonably requested by Consultant. District will examine documents submitted by Consultant, and if requested, will render decisions relative thereto in a timely manner to avoid unreasonable delay in the progress of the Project. District will provide access to facilities as reasonably required by Consultant.

7. OWNERSHIP OF DOCUMENTS. All documents prepared in the performance of this Agreement are the property of District, including, but not limited to, draft or final documents of any nature, plans, specifications, drawings, memoranda, tracings, estimates, field notes, reports, investigations, design analyses and studies. Consultant may retain and utilize copies of all such documents. Consultant shall sign and affix his professional seal to all reports, plans, specifications, and Consulting data prepared in the performance of this Agreement.

8. COMPLETENESS AND ACCURACY. Consultant represents and agrees that the description of services in Exhibits A and B are adequate and include a reasonably detailed description of all professional services necessary and incidental to timely, successful, professional and workmanlike completion of the Project.

Consultant agrees to perform services in a reasonably careful, competent and professional manner, consistent with its represented experience and expertise. Consultant agrees to cooperate and communicate with District as necessary regarding the Project. Consultant agrees that upon becoming aware of any error, fault, defect or deficiency in any work or work product relating to the Project, prompt written notice will be given to District. Without waiver of any other remedy available to District, any error, fault, defect or deficiency of Consultant, or any employee, subcontractor or supplier of Consultant, shall be promptly corrected at Consultant's expense. Consultant shall be responsible for the completeness and accuracy of any electronic or written documents and any other tangible work product prepared by Consultant or prepared by any employee, subcontractor or supplier of Consultant as part of the Project. This does not preclude Consultant from seeking reimbursement from any employee, subcontractor or supplier of Consultant. Consultant agrees to cooperatively provide professionally acceptable finished products to District.

9. RIGHT OF TERMINATION. District reserves the right, at its discretion, to terminate this Agreement, or abandon any portion of the Project. In the event District terminates this Agreement or abandons any portion of the Project, District shall notify Consultant in writing. Immediately after receiving such notice, Consultant shall discontinue or alter their respective services under this Agreement as may be specified by District. Upon such termination or abandonment, Consultant shall deliver to District all documents, including drawings, technical specifications and estimates, whether entirely or partially completed, together with all materials supplied by District, as may be directed by District. Consultant shall document its services to the date of termination or abandonment and submit a summary to District. Consultant shall be entitled to compensation for services performed up to the date of such termination or abandonment in accordance with this Agreement.

10. INDEMNIFICATION AND INSURANCE. To the extent District is not otherwise defended under an insurance policy, and upon written demand, Consultant agrees to defend District, its officers, Trustees, and employees from and against any losses, claims (whether or not they are meritorious) demands, actions, damages, costs, charges and causes of action of every kind or character, including attorneys' fees, arising out of or in any way resulting from, or claimed by third parties to arise out of or result from, any negligent act, error, omission or other fault on the part of Consultant, or its employees, subcontractors, or suppliers. The intent of this defense provision is that Consultant shall defend District against liability to the maximum extent permitted by law. In the event of a finding of liability, responsibility, or fault of Consultant, its employees, subcontractors or suppliers, Consultant agrees to indemnify District to the extent of the proportionate share of negligence or other fault of Consultant, its employees, subcontractors and suppliers, even if Consultant would otherwise be protected from liability by worker's compensation immunity. Consultant, at its own cost and expense, shall secure and maintain those policies of insurance described on Exhibit C attached.

Concurrent herewith, Consultant shall provide to District certificates of insurance verifying that such coverage exists. The certificates of insurance shall also verify that District, its Trustees, officers and employees are endorsed on the coverage required as additional insureds for claims arising out of Consultant's activities relating to the Project, and that such coverage for District and its Trustees, officers and employees is primary to any other policies. Each certificate

of insurance shall also confirm that the required liability coverages are all written on an occurrence basis, and not a claims made basis, with the sole exception of any required professional liability coverage which may be written on a claims made basis. Consultant warrants that the any claims made professional liability coverage shall remain in place and effect for at least four (4) years following completion of the Project. Each certificate of insurance shall provide for thirty (30) days written notice to District prior to cancellation or modification of the policies. Language such as "the insurer will endeavor to provide written notice of cancellation or modification of the policies" will not be acceptable.

Consultant will be responsible to see that any subcontractors of Consultant promptly comply with these defense and insurance requirements, including the requirements to list District and its officers, Trustees and employees as additional insureds.

11. WAIVER OF CLAIMS. Prior to acceptance of final payment, Consultant shall submit to District in writing any claim against District of which Consultant is aware, or of which Consultant should be aware in the exercise of reasonable diligence. The acceptance of final payment will constitute a waiver of any claim other than those claims so made in writing and submitted to District. The tendering of final payment by District will not constitute waiver of any claim which District might have against Consultant.

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. Such records shall be available to District during normal business hours for a period of one-year following the date of final payment under this Agreement.

13. ADDITIONAL SERVICES. Consultant shall notify District in writing within ten (10) days of discovery of any change in services which Consultant believes should result in any additional payment under this Agreement. Consultant shall notify District in writing within ten (10) days of discovery of any significant change in the Project as may be recommended by Consultant. An increase in the hourly rates or other increases shall be provided only through prior written authorization by District. The fees and non-salary expenses for any additional services shall be based on the hourly rates and expenses described in Exhibit B.

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. Any subcontract must be by written agreement, approved as to form by District. This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

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

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

[Consultant Name & Address]

Attn: []

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 under and governed by the laws of the State of Utah, and jurisdiction for any action based on this Agreement shall be with District Court of Salt Lake County, State of Utah.

17. ATTORNEYS' FEES AND COSTS. In the event of legal action, arbitration, or other proceeding brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

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

District Procurement Regulation 6-417(1) and (3) which have the force and effect of law, states:

(1) Unless otherwise provided by law, a contract for goods and services may be entered into for any period of time deemed to be in the best interests of the District; provided that the term of the contract and conditions of renewal or extension, if any, are included in the solicitation, and expenditure of funds have been properly authorized by the District's Board of Trustees for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds for that purpose. . . .

(3) When funds are not budgeted to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. . . .

District Procurement Regulation 6-418, which has the force and effect of law, states:

The District may, at reasonable times, inspect the part of the plant or place of business of a contractor or any subcontractor that is related to the performance of any contract entered into, or to be entered into, by the District.

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

20. 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

21. 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.

22. REPRESENTATION OF AUTHORITY. Those persons signing as representatives of the parties warrant and represent that 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 \_\_\_\_\_, 2008.

DISTRICT:

CONSULTANT:

METROPOLITAN WATER DISTRICT OF  
SALT LAKE & SANDY

[]

By: \_\_\_\_\_  
Michael Wilson, General Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## "EXHIBIT C"

### INSURANCE AND BOND REQUIREMENTS FOR CONSULTANTS

#### A. MINIMUM LIMITS OF INSURANCE

Consultant and all of Consultant's contractors and all subcontractors of Consultant's contractors shall maintain limits no less than:

1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence, personal injury and property damage, \$2,000,000.0 Aggregate, Broad Form Commercial General Liability, (ISO 1993 or better), to include Products - Comp/OP, aggregate of 2,000,000, "limits to apply to this project individually".
2. **PROFESSIONAL LIABILITY (applicability to be determined by District):** \$1,000,000 per occurrence, \$2,000,000 aggregate.
2. **AUTOMOBILE LIABILITY (applicability to be determined by District):** \$1,000,000 per occurrence, "Any Auto" coverage required.
3. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY (applicability to be determined by District):** Workers' compensation statutory limits as required by the Workers Compensation Act of the State of Utah. Employers Liability limits of \$1,000,000 per occurrence.

#### B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

#### C. PERFORMANCE AND PAYMENT BONDS

All persons and entities performing any work on District rights of way will provide performance and payment bonds for the full sum of their contracts, naming the District as co-obligee.

#### D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I. General Liability Coverages:

A. District, its trustees, officers, and employees are to be covered as additional insureds as respects: liability arising out of, connected with, or relating to, any activities conducted on District lands or interests in lands. The coverage shall contain no special limitations on the scope of protection afforded to District, its trustees, officers, and employees.

B. The insurance coverage of Consultant, Consultant's contractors and subcontractors, shall be a primary insurance as respects to District, its trustees, officers, and employees. Any insurance or self-insurance maintained by District, its trustees, officers, and employees shall be in excess of the Consultant's insurance and shall not contribute with it.

C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to District, its trustees, officers, and employees.

II. All Coverages:

Each insurance policy required here shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

**E. 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 authorized representative of the District.

**F. 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.

**G. CONSULTANT STRICTLY LIABLE FOR COMPLIANCE OF CONTRACTORS**

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