

REQUEST FOR PROPOSALS

FOR PROFESSIONAL SERVICES

ASSET MANAGEMENT PROGRAM SUPPORT SERVICES



**CENTRAL UTAH WATER
CONSERVANCY DISTRICT**

May 2017

Central Utah Water Conservancy District
355 West University Parkway
Orem, UT84058-7303

Central Utah Water Conservancy District Request for Proposals

SEPTEMBER 25, 2017

The Central Utah Water Conservancy District ("District") is seeking Technical Proposals from qualified professional firms to provide expertise and professional services for Asset Management program support.

INTRODUCTION

The Central Utah Water Conservancy District, a political subdivision of the State of Utah, was organized in 1964 to serve as the sponsoring repayment and operating entity of the Bonneville Unit of the Central Utah Project (CUP). The U.S. Bureau of Reclamation (Reclamation) planned and constructed the initial features of the CUP to develop a portion of Utah's share of Colorado River water. Since 1992, in partnership with the U.S. Department of the Interior, the District has been responsible for construction and completion of the remaining CUP facilities. The District has been given the responsibility of operation and maintenance of the various Federal components of the CUP. The District also owns and operates other non-federal facilities.

PROJECT OBJECTIVES

The selected engineering firm (Engineer) will provide on-going Asset Management (AM) related expertise to the District. While the District has been in the process of developing AM related datasets and in-house custom software since 2007, there are a number of additional tasks which require the assistance of an outside Engineering firm with a much larger breadth of experience related to AM practices and implementations. The District is therefore seeking an Engineering firm with experience working with similar sized (or larger) utilities assisting them implement different facets of AM. Some of the assigned tasks could include the continued development of replacement cost and lifespan datasets for District assets, developing a condition assessment program that can be followed across District facilities, and building consequence of failure datasets that can be integrated with a risk based approach to asset replacement. Additionally, the Engineering firm may be called upon to conduct system assessments of the various software platforms in use by the District and review the data collection procedures in place to support general AM processes, conduct workshops discussing current AM practices, industry trends and standards. The Engineering firm will serve in an on-call manner with Task Orders issued and negotiated by the District AM team over a multi-year period (up to 5 years).

TENTATIVE SCHEDULE

Notice inviting Proposals.....	Sep. 25, 2017
Proposals Due.....	Oct 13, 2017
Oral Presentations of Short Listed Firms (as necessary)	Oct. 19, 2017
Notification of Selected Firm	Oct. 20, 2017
Award of Support Services Contract by District Board of Trustees.....	Oct. 25, 2017

PROPOSALS

To be responsive to this request for professional services, the interested firm must submit ten (10) copies and one pdf copy (via email to heath@cuwcd.com) of the Technical Proposal to the Central Utah Water Conservancy District, Attn: D. Heath Clark, P.E., Asset Management Program Manager, 355 West University Parkway, Orem, Utah 84058-7303, no later than **12:00 P.M., Friday October 13th, 2017**. The Technical Proposal should not exceed twelve (12) pages in length, excluding resumes.

REQUIRED CONTENT OF TECHNICAL PROPOSAL

Technical Proposals should include the following information:

- Proposed Project Team: Identify the key project personnel that will be involved in the project including specific role, availability, commitment to the project and any sub-consultants.
- Key Project Personnel: Describe the specific qualifications, experience and expertise for proposed project personnel, including similar previous projects, specific role(s) with such projects.
- Firm Background: Provide a brief introduction of the firm, including local presence, areas of expertise, previous experience (include references) and available resources to perform the work.
- Resumes (if desired): Provide resumes for key project personnel.
- Technical Approach to the Work.
- Method of and experience with implementing AM programs for Water utilities.
- Previous Experience with the District and knowledge of District facilities and processes.

SELECTION CRITERIA

The District will form a selection committee. It is the intent of the District that the selection will be made only from the Technical Proposals. The Technical Proposal will be the primary basis for determination of the selected firm. However, if determined necessary by the District, a short-list of qualified firms may be developed and interviews requested with such firms in order to make the selection. In such case, the District will send a notification to each selected

firm making the short-list and will schedule a time for the oral presentation/interview with information regarding the interview. The District will also notify firms that are not selected. Selection will be based on the following categories

- AM Experience of Project Team; list at least four projects showing experience implementing AM programs within similar sized, or larger utilities as the District (40 percent)
- Basis for and experience in Cost Estimation for purposes of asset replacement and rehabilitation (15 percent)
- Condition Assessment, Consequence and Probability of failure, and Risk based approach to asset replacement (15 percent)
- Experience implementing enterprise GIS systems and integration with other non-GIS platforms and datasets (10 percent)
- Experience developing, maintaining custom-based software solutions specific to AM projects (10 percent)
- Knowledge of District facilities and O&M responsibilities with both District and Federally owned projects (10 percent)

The selected Engineering firm will submit a table outlining the billing rates of each respective team member by name or position within the firm, including a multiplier rate, and sign the contract included in Appendix A.

Appendix A
Asset Management Support Services Contract

CONSULTING AGREEMENT

This Agreement is entered into on the ____ day of _____, 2017, by and between the CENTRAL UTAH WATER CONSERVANCY DISTRICT, a political subdivision of the State of Utah (“District”), and _____, a private engineering consulting firm (“Engineering Firm”).

RECITALS

A. The District is in need of professional engineering services for Asset Management Support services, (hereinafter referred to as “Project”).

B. The professional consulting services contemplated by this Agreement may generally be described as engineering services under the Utah Procurement Code, Utah Code Ann. ' 63-56-1 et seq., and the District's Administrative Code.

C. Under Utah Code Ann. ' ' 63G-6a-1501 *et seq.*, and the District’s Administration Code §89101 and §89101.02, the District has duly selected Engineering Firm as a firm qualified to perform the professional consulting services contemplated by this Agreement.

D. The parties are willing to perform their respective obligations under this Agreement in accordance with the description of the scope of services, schedule, cost estimates and other provisions of this Agreement.

E. This Agreement is intended to authorize services more particularly described in Paragraph 1 below entitled “Scope of Services”.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Scope of Services.

- a) Generally. Subject to the provisions of subparagraphs a) through c) of this paragraph, Engineering Firm shall provide the District professional consulting services in accordance with the description of the scope of services, cost estimate and schedule set forth in, attached hereto and incorporated in this Agreement as Attachments A B, & C, respectively.
- b) Individual Activities. Engineering Firm shall provide its professional consulting services by individual tasks as more fully set forth in Attachment A. A written notice to proceed will be issued by the District to Engineering Firm for individual phases and tasks under this Agreement. Specific phases and individual tasks will be determined by the District during the continued development of the District Asset Management Program.
- c) Deliverables. Engineering Firm shall prepare and deliver to the District technical memoranda, reports, meeting minutes, drawings, specifications and other documents in accordance with individual phases and tasks issued by the District. Engineering Firm shall submit all such documents to the District in draft form for the District's comment and review. Each document so submitted shall be re-submitted in final form reflecting the input Engineering Firm received from the District. All such documents shall be subject to the District's approval and shall become the property of the District upon delivery.

2. Compensation.

- a) Cost Reimbursable-Multiplier (Time and Expense). The District shall compensate Engineering Firm for its services under this Agreement by paying for actual services performed and reimbursing direct expenses incurred in accordance with the provisions of Paragraph b. Engineering Firm's billing rate, as represented in Attachment B, for services performed shall be equal to Engineering Firm's pay rate cost including any multiplier outlined in Attachment B. Pay rate cost is defined as the amount of wages or salaries, including payroll benefits and taxes, paid to Engineering Firm's employees for work performed directly on the Project. Increases in the billing rate for each employee shall not exceed four percent (4%) per year without the express written approval of the District.
- b) Direct Expenses. Direct expenses are defined as all approved costs necessarily incurred in or directly resulting from performance of the work necessary for the Project. Such direct expenses may include transportation costs, including current rates for Engineering Firm's vehicles; meals and lodging costs; costs of laboratory tests and analyses; costs of computer services; long distance telephone charges; printing, binding and reproduction charges; and all costs associated with outside consultants and subconsultants, and other outside services and facilities. Reimbursement for direct expenses shall be at actual cost, without markup by Engineering Firm when furnished by commercial sources or subcontracts, and at current rates equivalent to actual cost, as approved by the District, when furnished by Engineering Firm.

- c) **Maximum Allowable Compensation.** Compensation for services rendered and direct expenses incurred under this Agreement shall be allowed up to, but shall not exceed, _____ dollars (\$_____).
- Engineering Firm agrees not to perform services for compensation and/or incur direct expenses over this amount without the District's prior written approval.
- d) **Billing Procedure.** Engineering Firm may submit invoices to the District on a monthly basis for services performed and direct expenses incurred under this Agreement during the calendar month immediately preceding submission of the invoice. The invoice form shall be approved by the District and contain itemized costs and be organized according to the tasks in Attachment B, describing in detail the services performed by each principal, consultant or other salaried or waged employee of Engineering Firm; any services performed by subconsultants of Engineering Firm and their respective employees; and any direct expenses incurred by Engineering Firm or its subconsultants. Engineering Firm shall submit the invoice at least fifteen (15) days prior to the District's monthly board meeting. If approved, the District shall pay Engineering Firm for all approved compensable services and reimbursable direct expenses within thirty (30) days after it receives the invoice describing such services and expenses.
3. **Standard of Care.** Engineering Firm shall perform its services under this Agreement in accordance with the degree of skill and diligence ordinarily employed by professional engineers or consultants performing the same or similar services at the time such services

are performed. Engineering Firm shall correct any problem or deficiency arising out of its failure to meet this standard of care without additional cost to the District.

- 4. Independent Contractor.** Engineering Firm shall perform all services under this Agreement as an independent contractor, and not as an agent or employee of the District. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business relationship or entity between the parties. In performing its services under this Agreement, Engineering Firm shall comply with federal, state, and local laws and regulations, and orders under any applicable law, and policies of the District for independent contractors, as adopted from time to time by the District. Such policies are set forth in the District's Administrative Code, and those applicable portions are attached hereto as Attachment D; and in the District's memorandum dated January 13, 1993, which is attached to and incorporated in this Agreement as Attachment E.
- 5. Default.** Either party shall be considered to be in default if: (1) it has substantially failed to perform under this Agreement through no fault of the other party; and (2) after thirty (30) days' written notice from the other party of such substantial failure to perform, it has not commenced to cure the failure, or diligently completed the cure thereafter.
- 6. Termination.** Either party may terminate this Agreement for cause upon the default of the other party as defined in paragraph 5. The District may also terminate this Agreement for convenience upon forty-five (45) days' written notice. Upon termination of this Agreement for any reason, Engineering Firm shall deliver all of its work-in-progress, including

calculations, assumptions, interpretations or regulations, sources of information, and raw data required in performing this Agreement, to the District, and such work-in-progress shall become the property of the District. Compensation by the District to Engineering Firm will only be paid in accordance with Section 2 of this Agreement.

7. **District-Specified Subcontractors.** Engineering Firm shall comply with the District's directives in utilizing the services of the District's specified subcontractors or minority- and women-owned businesses on the project. All subcontractors selected by Engineering Firm shall be subject to the District's approval. Engineering Firm hereby designates the firms identified in Attachment A as subconsultants on the Project. All subconsultants that Engineering Firm utilizes on the Project (including lower tier subconsultants) and all agreements between Engineering Firm and its subconsultants must be approved by the District in writing before the subconsultant performs any compensable services. Engineering Firm shall bind all approved subconsultants to comply with the provisions of this Agreement. Nevertheless, neither this Agreement nor any subconsultant agreement shall create a contractual relationship between the District and a subconsultant, or any liability of the District to a subconsultant. Engineering Firm shall provide the District with copies of all executed subcontracts for its files.

8. **Working Files and Accounting Records.**

a) **Working Files.** Engineering Firm shall maintain files containing all work documentation, including calculations, assumptions, interpretations or regulations, sources of information, and raw data required in performing this Agreement. Engineering Firm shall provide the

District copies of information contained in Engineering Firm's working files upon the District's request, and such copies shall become property of the District upon delivery.

- b) Accounting Records. Engineering Firm shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 2. Engineering Firm shall make such records available to the District for its examination during Engineering Firm's normal business hours until one (1) year after Engineering Firm submits its final invoice to the District. For one (1) year thereafter, Engineering Firm shall make the records available to the District upon thirty (30) days' notice.
 - c) Audit. The District may audit any invoice or statement of cost submitted by Engineering Firm, including those of Engineering Firm's subconsultants and suppliers, at any time, as long as the District gives Engineering Firm written notice of its intent to conduct the audit within two (2) years after Engineering Firm submits its final invoice to the District.
9. Insurance. Engineering Firm shall maintain throughout the term of this Agreement the following insurance:
- a) Insurance to protect from claims under applicable workers' compensation laws;
 - b) Insurance against claims for bodily injury, death, or property damage which may arise from the negligent performance by Engineering Firm or Engineering Firm's employees of services to be performed under this Agreement. Such errors and omissions insurance shall be in the amount of \$2,000,000 per claim and in the aggregate;

- c) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits;
- d) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Engineering Firm or of any of its employees with a limit of \$1,000,000 per occurrence and in the aggregate. Engineering Firm will require its agents and/or subcontractors to maintain commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of their employees with a limit of \$1,000,000 per occurrence and in the aggregate.
- e) The District shall be designated as an additional insured in the insurance policies identified in subparagraphs c and d above. Engineering Firm waives subrogation against the District as to the policies identified in subparagraphs a, c and d above, and the insurance certificates shall contain a similar waiver from the insurance carrier. Engineering Firm shall submit an executed insurance certificate to the District for each policy identified in this paragraph, within 10 days of the execution of this Agreement.

10. Indemnification. To the maximum extent allowed by applicable law, Engineering Firm shall indemnify the District and hold the District and its employees harmless against all third party actions, causes of action, damages, losses, claims, attorney fees and costs to the proportionate extent caused by any negligent act or omission of Engineering Firm related

in any way to Engineering Firm's performance under this Agreement. This indemnification provision shall apply to all theories of recovery, including breach of contract or warranty, negligence, and strict or statutory liability, except for negligence by the District. In the event any claims are caused by the joint or concurrent negligence of Engineering Firm and the District, Engineering Firm shall indemnify the District only in proportion to Engineering Firm's own negligence. Engineering Firm shall not be responsible for warranties, guarantees, fitness for a particular purpose or breach of fiduciary duty.

11. Changes.

- a) Generally. The District may make or approve changes within the general scope of services of this Agreement. If such changes affect Engineering Firm's costs or the time required for performance of the services, the parties may make an equitable adjustment through a mutually acceptable change order. Nothing in this paragraph shall be construed to relieve Engineering Firm of its obligations under this Agreement, including the parties' failure to agree on Engineering Firm's entitlement to, or the amount of, any equitable adjustment.
- b) Change Authorization. All changes under this paragraph shall be made by written change authorization from the District, and Engineering Firm shall not proceed with any such changes unless and until it receives written change authorization. Engineering Firm shall notify the District of any potential change that may be necessitated by the circumstances of the Project as they arise.

- c) Request for Equitable Adjustment. Any request by Engineering Firm for an equitable adjustment under this paragraph must be made in writing and fully supported by factual information. The request must be delivered to the District within thirty (30) days after Engineering Firm receives written change authorization from the District. The District, in its sole discretion, may extend the thirty (30) day period if requested to do so prior to the expiration of the thirty (30) days.
- d) Equitable Adjustment. Any equitable adjustment necessitated by changes under this paragraph shall be made by a written change order signed by the parties. Any reduction in the scope of services necessitated by a change under this paragraph shall not give rise to a claim by Engineering Firm for damages based on loss of anticipated profits.
- 12. Suspension, Delay, or Interruption of Work.** The District may suspend, delay, or interrupt Engineering Firm's services for the convenience of the District. In the event of force majeure or such suspension, delay, or interruption, an equitable adjustment will be made in the schedule and compensation under this Agreement.
- 13. No Third-Party Beneficiaries.** This Agreement is made for the exclusive benefit of the parties. No other person or entity shall have any right or interest under this Agreement or be classified as a third-party beneficiary to this Agreement.
- 14. Information Provided by the District.** Engineering Firm acknowledges that in the course of rendering services under this Agreement it may be allowed access to privileged and confidential information of the District. Engineering Firm shall respect the privilege and confidentiality of such information, and shall not disclose it without the District's prior

written consent. During the course of the project, Engineering Firm will review existing reports and information made available by the District, as well as reports and information prepared by the others. Although Engineering Firm shall not be required to repeat the studies represented by such reports, it shall be their responsibility to evaluate the available data to the degree necessary to determine its accuracy and appropriateness.

- 15. Key Personnel.** Engineering Firm's professional consulting services under this Agreement shall be performed by qualified personnel. Engineering Firm designates the following persons as key personnel who will not be removed from working on the Project without the District's written consent:

Name

Title

- 16. Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

For the District

For Engineering Firm

Central Utah Water
 Conservancy District
 355 West 1300 South
 Orem, Utah 84058
 Phone: (801) 226-7121
 Fax: (801) 226-7111

The authorized representative shall have full power to bind the District and Engineering Firm in decisions not requiring approval of the District's board. Each party may designate a successor authorized representative upon written notice to the other party.

17. **Notice.** All written notices required to be given under this Agreement shall be hand delivered, or sent via facsimile, or by other electronic transfer for which receipt is verifiable, or by certified or registered mail, return receipt requested, to the parties at their respective addresses set forth in paragraph 16 above. Notice shall be deemed to be received upon actual receipt or three (3) days after mailing, whichever occurs first.
18. **Entire Agreement.** This Agreement and the attached Attachments constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and they supersede all previous or contemporaneous representations or agreements of the parties regarding the subject matter of this Agreement.
19. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents and assigns.
20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.

21. **Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.
22. **Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.
23. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.
24. **Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in litigation or otherwise.
25. **Deliverables.** Documents, including drawings and specifications, prepared by Engineering Firm pursuant to this Agreement are not intended or represented to be suitable for reuse by the District or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Engineering Firm for the specific purpose intended will be at the District's sole risk and without liability or legal exposure to Engineering Firm.

26. **Electronic Documents.** Engineering Firm's instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CAD files, are tools for their preparation. As a convenience to the District, Engineering Firm shall furnish to the District both printed hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media. Because data stored in electronic media form can be altered, inadvertently, it is agreed that the District shall hold Engineering Firm harmless from liability arising out of changes or modifications to Engineering Firm's data in electronic media form in the District's possession or released to others by the District.
27. **Debarment.** By signing this Agreement, Engineering Firm certifies that neither Engineering Firm nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is 100% or partially funded with federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above.

CENTRAL UTAH WATER CONSERVANCY DISTRICT

_____ Date: _____
Gene Shawcroft, General Manager

(Consultant)

_____ Date: _____

ATTACHMENT “A”

Scope of Services

Engineering Firm will provide to the District Asset Management (“AM”) Support services during the continued development of the District AM program. Services shall include, but are not limited to, the continued development of replacement cost and lifespan datasets for District assets, developing a condition assessment program that can be followed across District facilities, and building consequence of failure datasets that can be integrated with a risk based approach to asset replacement. Additionally, the Engineering Firm may be called upon to conduct system assessments of the various software platforms in use by the District and review the data collection procedures in place to support general AM processes, conduct workshops discussing current AM practices, industry trends and standards.

ATTACHMENT “B”

Cost Estimate Breakdown

Engineering Firm will provide a table showing relevant staff and team members with current billing rates and a general rate multiplier.

ATTACHMENT “C”

Project Schedule

Schedules will be derived as each individual task is issued to Engineering Firm.

ATTACHMENT “D”

Engineering Firm. shall comply with applicable District policies while working with District employees or while engaged in business on District premises. These policies include Provisions 13101 Equal Opportunity Employment (Sexual Harassment), 13804 Smoking, and 13810 Conflicts of Interest (see attached policies).

CUWCD Administrative Code

EMPLOYEE PERSONNEL POLICIES

§ 13100 WORKFORCE COMPOSITION

§ 13101 Equal Employment Opportunity

Central Utah Water Conservancy District (CUWCD) provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age (over 40), or disability, in compliance with applicable federal, state, and local laws governing nondiscrimination in employment. This policy applies in every location in which the CUWCD has facilities, and it applies to conduct in the workplace, at CUWCD functions, and in all employment relationships. This policy is for the protection of employees at all levels and positions within the CUWCD, and it applies to all phases of the employment relationship, including (but not limited to) hiring, placement, promotion, termination, layoff, transfer, leaves of absence, compensation, and training.

CUWCD expressly prohibits any form of employee harassment based on race, color, religion, sex, national origin, age (over 40), or disability. Interference with the ability of CUWCD's employees to perform their job duties is not tolerated.

CUWCD does not tolerate sexual harassment and maintains a workplace free of harassment of any kind and from any source, including management, co-workers, or others.

Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for seeing that their own conduct does not violate this policy.

CUWCD investigates all complaints equitably in order to prevent frivolous or malicious accusations.

Complaint Procedure

If you believe you have been harassed in violation of this policy or have been treated in an unlawfully discriminatory manner, you should report the incident promptly to your supervisor, your department head, or to the Human Resource Manager for investigation. Your complaint will be kept confidential to the maximum extent possible.

CUWCD Administrative Code (cont.)

Procedure Following Investigation

After investigation, any employee who is found to have engaged in harassment or in unlawful discrimination will be subject to appropriate discipline, up to and including termination, depending on the circumstances.

CUWCD prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation.

However, if investigation leads CUWCD to determine that a complaint was not based on fact or was not brought in good faith, or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the bad-faith complaint or who gave the false information.

§ 13101.01 Sexual Harassment

As set forth in §13101, CUWCD does not tolerate sexual harassment and maintains a workplace free of such harassment from any source, including management, co-workers, or others. This policy applies in every location in which the CUWCD has facilities, and it applies to conduct in the workplace, at CUWCD functions, and in all employment relationships. This policy is for the protection of employees at all levels and positions within the CUWCD.

CUWCD investigates all complaints equitably in order to prevent frivolous or malicious accusations.

Each member of management is responsible for creating an atmosphere free of sexual harassment. Further, employees are responsible for seeing that their own conduct does not violate this policy.

CUWCD expressly prohibits unwelcome sexual advances, requests for sexual favors (whether explicit or implied), and all other verbal or physical conduct of a sexual or offensive nature, especially where:

- ☞ submission to such conduct is made either explicitly or implicitly a term or condition of employment;

CUWCD Administrative Code (cont.)

- ☞ submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment;
- ☞ such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.

CUWCD expressly prohibits any conduct or circumstance which creates a hostile environment. Examples of conduct prohibited as sexual harassment include but are not limited to:

- ☞ conversations with sexual innuendo such as sexually suggestive comments or jokes or comments of a sexual nature, and derogatory comments about gender, which can be heard by those in the vicinity where the conversation takes place;
- ☞ invasive questions about an employee's private life;
- ☞ graphic, degrading, or condescending comments about an employee's appearance, dress, or anatomy unrelated to compliance with any other CUWCD policy;
- ☞ repeated social invitations when the invitee has previously indicated that he or she is not interested in accepting such an invitation;
- ☞ circulation or possession on the worksite or at CUWCD functions of material which ridicules gender or which is sexually suggestive (including but not limited to calendars, books, magazines, objects, video or audio material, cartoons, graffiti, computer applications, etc.), regardless of whether the ridicule is directed at specific individuals;
- ☞ unwelcome, intentional physical contact (e.g., embracing, touching, pinching), or any suggestions or threats of such contact;
- ☞ continued use of familiarities or inappropriate behavior such as whistling or catcalls, offensive gestures, or leering.

CUWCD Administrative Code (cont.)

Complaint Procedure

If you believe you have been harassed in violation of this policy, you should report the incident promptly to your supervisor, to your department head, or to the Human Resource Manager for investigation. Your complaint will be kept confidential to the maximum extent possible.

Procedure Following Investigation

After investigation, any employee who is found to have engaged in harassment will be subject to discipline up to and including termination, depending on the circumstances.

CUWCD prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation.

However, if investigation leads CUWCD to determine that a complaint is not based on fact or was not brought in good faith, or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the bad-faith complaint or who gave the false information.

CUWCD Administrative Code (cont.)

§ 13810 Conflicts of Interest

State law (67-16-4-5 U.C.A.) governs an employee's behavior with respect to business ethics. As an employee with the CUWCD, you are prohibited from engaging in certain activities.

Disclosure

Every employee who is an officer, director, agent, employee, or the owner of a substantial interest in any business entity which is subject to regulation by the CUWCD shall disclose any such position held and precise nature and value of the employee's interest. The disclosure shall be made when the employee first becomes an employee and again whenever the employee's position in the business entity changes significantly or if the value of his interest in the entity is significantly increased.

Prohibited Activities

The CUWCD employees shall comply with the Utah Public Officer's and Employee's Ethics Act which provides the following prohibitions in Section 67-16-4-5, U. C. A.

The CUWCD employees shall not:

- (a) accept employment or engage in business or professional activity which might reasonably expect him to improperly disclose confidential information which he has gained by reason of his official position;
- (b) disclose confidential information acquired by reason of his position, or use such information for his or another's personal gain;
- (c) use or attempt to use his official position to secure special privileges or exemptions for himself or others;
- (d) accept other employment which he might expect would interfere with the ethical performance of his public duties;

CUWCD Administrative Code (cont.)

(e) accept, receive, take, seek or solicit directly or indirectly, any gift, compensation, or loan for himself or another if:

(i) it tends to influence him in the discharge of his official duties; or

(ii) he has recently been, is, or in the near future may be involved in any governmental action directly affecting the donor or lender;

(iii) the following are not included as a gift, compensation, or loan:

(a) an occasional nonpecuniary gift, having a value of not in excess of \$50;

(b) an award publicly presented in recognition of public services;

(c) a bona fide loan made in the ordinary course of business by an institution engaged in making such loans: a political campaign contribution;

(f) receive or agree to receive compensation for assisting any person or business entity in any transaction involving the CUWCD;

(g) participate in his official capacity or receive compensation in respect to any transaction between the CUWCD and any business entity in which the director **or** employee is also an officer, director, or employee owns a substantial interest;

(h) commingle the CUWCD funds with the person's own money. If it appears that the Secretary-Treasurer or any other officer is making a profit out of public money, or is using the same for any purpose not authorized by law, the Secretary-Treasurer or officer shall be suspended from office.

CUWCD Administrative Code (cont.)

§ 13804 Smoking

In order to maintain a safe and comfortable working environment and to ensure compliance with the Utah Indoor Clean Air Act, smoking in the CUWCD offices and facilities is strictly prohibited. Because the CUWCD may be subject to criminal and civil penalties for violations of applicable smoking laws, we must insist on strict adherence to this policy. Employees smoking in the CUWCD offices, facilities or in the CUWCD business-use vehicles will be subject to disciplinary action. Smoking is permitted, however, during breaks and lunch periods outside the CUWCD offices and facilities.

Please contact the Human Resource Manager if you have any questions regarding the smoking policy. Complaints regarding violations of this policy may be filed under the CUWCD's complaint resolution procedure (Section 13813), which is described elsewhere in this section of the Manual.

ATTACHMENT “E”

Engineering Firm shall ensure that, when providing programs, activities and/or services for and on behalf of the District, such are accessible to individuals with disabilities. Individuals with disabilities shall not be excluded from participation in or be denied the benefits of services, programs or activities of the District or its representatives, or be subjected to discrimination by the District or any of its representatives. The following Notice of Nondiscrimination is provided for dissemination to all persons with disabilities interested in participating in District programs, services and activities. Engineering Firm shall publish this notice when providing programs, service and/or activities for and on behalf of the District (see attachment).

CUWCD will make every effort to make this meeting accessible to disabled attendees. Please contact CUWCD at (801) 226-7109 with any special needs requests three (3) days prior to the meeting.

