

STANDARD SERVICE PROVIDER CONTRACT

This standard service provider contract is between San Juan County, a political subdivision of the State of Utah, and the following person or entity (the “Service Provider”):

Service Provider:	J-U-B Engineers, Inc	Contact Phone Number:	(801) 547-0393
Contact Person:	Brian Deeter, PE	Contact Email Address:	brd@jub.com
Address:	466 North 900 West Kaysville, Utah 84037	Type of Service:	La Sal Drinking Water Feasibility Study

San Juan County desires to obtain the services of a professional and competent service provider to provide the contractual services under this contract.

San Juan County solicited qualifications from three certified and pre-approved licensed engineering firms using the State of Utah Design professional Services of Pre-Qualified/Approved Vendors pursuant to Administrative Rule R33-5-105,

San Juan County’s Evaluation Committee selected the proposal and qualifications of J-U-B Engineering to propose a price to provide the feasibility assistance to the County and to act as the Service Provider if that fee met the requirements of R33-5-105; and

The Service Provider, who has represented to San Juan County that it is a competent and experienced service provider, the fee is below the threshold, and they desire to provide the contractual services under this contract.

The Service Provider, who has represented to San Juan County that it is a competent and experienced service provider and a licensed engineer in the State of Utah in accordance with Utah Code Title 58 Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act, desires to provide the contractual services under this contract.

The parties therefore agree as follows:

1. Scope of Services. The Service Provider agrees in summary as follows and detailed as Exhibit A:

- A. The scope of this study would be to consider the feasibility of a public drinking water system to serve the potable water needs of the residents of La Sal.
- B. The study will consider population projections, water source, distribution infrastructure, capital costs, operation and maintenance costs, system ownership and operation as well as potential funding options.
- C. The Service Provider and San Juan County staff will evaluate potential funding sources for the feasibility study. Resources include State, Federal and County funding possibilities.
- D. Participation and assistance in holding a minimum of two (2) public hearing meetings to disseminate information and receive public input.
- E. Evaluate current water sources at La Sal for feasibility of incorporating a public water system in the area.
- F. Research and propose viable options and alternatives for a water system including water shares/rights, ownership, capacity, water quality, source protection and locations for distribution points.
- G. Evaluate the potential for fire suppression and water storage.
- H. Provide up to 3 separate alternatives and viable options of systems, drainages and storage.
- I. Complete all modeling in a digital format with alternatives and mapping in GIS including pipe distributions sources, flows and sizing.
- J. Research existing water sources for feasibility of incorporation into a public system. Consider existing spring and wells. Surface water treatment considerations is not part of this scope.
- K. A hydraulic model will be created based on the proposed service area established. Modeling will include the existing demand and residents as well as a future scenario based on the 50-year projected population. Utah Division of Drinking Water standards will be used when evaluation minimum pressures, etc.
- L. Provide options for System Ownership and Management
- M. Proposed connection fees and water rates will be part of the funding plan.

2. Compensation.

- A. Upon the Service Provider’s completion of its duties under section 1 of this contract, San Juan County will pay the Service Provider \$60,000.00.
- B. San Juan County shall mail its payment to the Service Provider within 30 days after the Service Provider completes its duties under section 1 of this contract, unless the parties agree, in writing, to alternative payment arrangements.

- C. Service Provider shall disclose its tax identification or Social Security number to San Juan County before a check or payment will be made by San Juan County to Service Provider.
 - D. If this contract is terminated early, San Juan County will pay the Service Provider for the duties completed under section 1 of this contract through the date of early termination.
 - E. The Service Provider is responsible for any taxes, contributions, assessments, or fees, which arise from payments made by San Juan County to the Service Provider.
 - F. The Service Provider is responsible for paying all subcontractors, material providers, jobbers, or any other person who or entity that provides materials, services, equipment, utilities or otherwise at the request of Service Provider and in connection with or relating to this contract.
- 3. Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on December 30, 2022 at 11:59 p.m.
- 4. Early Termination.**
- A. San Juan County may terminate this contract if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that San Juan County's notice is effective under section 8.
 - B. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County's notice is effective under section 8.
 - C. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County's notice is effective under section 8.
 - D. San Juan County may terminate this contract, which termination will be effective at the time San Juan County's notice is effective under section 8, if:
 - (1) The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
 - (2) The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.
 - E. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 8.
- 5. Warranties.**
- A. The Service Provider warrants to San Juan County that:
 - (1) All materials and equipment furnished under this contract shall be:
 - (a) New;
 - (b) Under manufacturer's warranty;
 - (c) Of reasonable quality; and
 - (d) Free from faults and defects; and
 - (2) All services performed under this contract shall:
 - (a) Be of reasonable quality;
 - (b) Conform with reasonable professional standards; and
 - (c) Conform to codes, regulations, and laws.
 - (d) Materials, Plans, Artwork, Drawings, Brochures, Maps, and Documents produced under this contract will be owned by San Juan County upon completion. San Juan County may use these items in future projects or opportunities as the County needs arise without written consent or authorization from any other party. Use or reuse of these items for any purpose other than intended by this Agreement shall be at San Juan County's sole risk.
 - B. Service Provider shall correct or replace any materials or equipment that do not satisfy subsections 5.A.(1)(a)-(d) within 30 days after San Juan County's notice is effective under section 8.
 - C. Service Provider shall correct any services performed that do not satisfy subsections 5.A.(2)(a)-(c) within 30 days after San Juan County's notice is effective under section 8.
 - D. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3, Utah Code Annotated, apply to this contract.
 - E. The Service Provider shall assign and deliver to San Juan County all manufacturers' warranties relating to the materials and equipment furnished under this contract as soon as reasonably possible, but in no event later than 10 days after this contract terminates.

6. Insurance. The Service Provider shall maintain for the duration of this contract and for six years after the termination of this contract, the following types of insurance:

- A. A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements, with minimum limits as follows:
 - (1) Each occurrence - \$1,000,000.00;
 - (2) Damage to Rented Premises - \$300,000.00;
 - (3) Medical Exp. (Any one person) - \$5,000.00;
 - (4) Personal and Adv. Injury - \$2,000,000.00;
 - (5) General aggregate - \$2,000,000.00; and
 - (6) Products – Comp/Op aggregate - \$2,000,000.00;
- B. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and
- C. A valid Workers Compensation and Employers’ Liability insurance policy with minimum limits as required by Utah law. If any proprietor, partner, executive, officer, member, or other person is excluded from the Workers Compensation and Employers’ Liability insurance policy, the Service Provider shall provide San Juan County with the applicable state issued waiver.

For the duration of this contract and for six years after the termination of this contract, San Juan County may request the Service Provider to provide San Juan County with certificates or other records that demonstrate that the Service Provider is in compliance with the insurance requirements set forth in this section (the “Certificates/Records”). If the Service Provider fails to provide San Juan County with the requested Certificates/Records within three business days of San Juan County’s request, San Juan County may immediately terminate this contract. If the Service Provider fails to have the insurances required by this contract, San Juan County may immediately terminate this contract.

7. Indemnification. With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding (“Proceeding”) against San Juan County, San Juan County’s officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees (“San Juan County Indemnitees”) that arises out of this contract or the acts or omissions of Service Provider (each, a “Claim”), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those San Juan County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest (“Loss”) and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements (“Litigation Expense”) (Loss and Litigation Expense means “Indemnifiable Losses”) arising out of that Proceeding, except to the extent that San Juan County negligently or intentionally caused those Indemnifiable Losses.

8. Notices. All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

<u>San Juan County</u>	<u>Service Provider</u>
San Juan County Attn: Mack McDonald PO Box 9 Monticello, UT 84535	<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <u>With a copy to:</u> San Juan County Attn: Attorney’s Office PO Box 9 Monticello, UT 84535 </div> <div style="width: 55%;"> Brian Deeter, PE J-U-B Engineering 466 North 900 West Kaysville, Utah 84037 </div> </div>

9. Independent Contractor. The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of San Juan County, and, thus, have no right to and shall not be provided with any San Juan County benefits.

10. Conflict of Terms. In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.

11. Assignment Restricted. Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law:

- A. Any discretion granted under this contract;
- B. Any right to satisfy a condition under this contract;

- C. Any remedy under this contract; or
- D. Any obligation imposed under this contract.

Any purported transfer in violation of this section will be void.

- 12. Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.
- 13. Entire Contract; Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.
- 14. Governing Law; Exclusive Jurisdiction.** Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.
- 15. Severability.** The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:
 - A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
 - B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.
- 16. Counterparts, Digital Signatures, and Electronically Transmitted Signatures.** If the parties sign this contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

Each party is signing this contract on the date below the party's signature.

<p>SAN JUAN COUNTY</p> <p>By: _____</p> <p style="text-align: center;">San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____ John David Nielson San Juan County Clerk/Auditor Date: _____</p>	<p>J-U-B Engineering, Inc</p> <p>By: _____</p> <p style="text-align: center;">Brian Deeter, PE</p> <p>Date: _____</p>
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Exhibit A
Detailed Scope of Work

Public Drinking Water System Feasibility Study

Town of La Sal, Utah

Scope & Fee for Engineering Services

The scope of this study is to consider the feasibility of a public drinking water system to serve the potable water needs of the residents of La Sal. The study will consider population projections, water source, distribution infrastructure, capital costs, operation and maintenance costs, system ownership and operation as well as potential funding options. The following is a summary of the scope proposed by JUB for this study.

Planning

- Use state planning resources, the US census and local real estate data to create population projections for a 50-year planning window.
- Evaluate potential service area for a new system. Cost will be a primary consideration when establishing the extent of a future system.
- Use Utah Division of Drinking Water guidelines for estimating water demand requirements.
- Public involvement will be part of the planning process. The assumption is that 2 public meetings will be held. Other options for disseminating information and receiving public input will be provided.

Source

- Research existing water sources for feasibility of incorporation into a public system. Consider existing spring and wells. Surface water treatment considerations is not part of this scope. The following will be considerations:
 - Current ownership (Existing sources and property identified for future sources)
 - Water rights
 - Capacity
 - Water quality
 - Source protection
 - Location relative to proposed distribution
- Research potential for new well sources. Consideration will be given to the following:
 - Availability of water rights
 - Ground water quantity and quality
 - Source protection
 - Location relative to proposed distribution

Distribution System

- A hydraulic model will be created based on the proposed service area established. Modeling will include the existing demand and residents as well as a future scenario based on the 50-year projected population. Utah Division of Drinking Water standards will be used when evaluation minimum pressures, etc. Modeling will include:
 - Peak instantaneous demand
 - Fire flow

Storage

- Equalization, fire suppression and emergency storage will all be considered. Equalization and fire suppression will be based on Utah Division of Drinking Water guidelines. Emergency storage will be based on engineering judgement and local input.
- Location will be based on elevation and location relative to proposed distribution. The assumption will be ground level storage.

Alternatives

- Up to 3 separate alternatives will be brought forward.
- Alternatives will include water source, distribution system and storage. Mapping will be prepared in GIS and will include pipe size, operating pressures, fire flow data and demand data.
- Cost estimates in current dollars will be prepared for each alternative.

System Ownership and Management

- Options for system ownership and operation will be considered and presented.
- Local input through the public involvement process will be key along with local government input.
- Annual budgets and operating and maintenance costs will be included.

Funding Plan

- A funding plan will be included in the report. The funding plan will include possible funding sources along with schedules and requirements for each source.
- Proposed connection fees and water rates will be part of the funding plan.

Assumptions and Exclusions

- San Juan County will be the client and project sponsor.
- The water system is assumed to be for indoor use only.
- Surface water treatment will not be considered as part of this study.
- Existing water rights and private wells are assumed to remain with the existing owners and will not be considered part of a public system.
- Recommendations are from an engineering planning perspective. No legal advice will be given. No recommendations given should be of a legal nature.
- Facilities proposed in the planning process may be on private property. Discussions or negotiations with private property owners are not part of this scope.

Fee

JUB Engineers proposes to perform the scope included here in for a lump sum fee of **\$60,000**. In addition to the scope described above JUB will also assist the county with securing funding for this study from the Utah Division of Drinking Water and possibly the Utah Division of Water Resources.

Proposal for:

SAN JUAN COUNTY

La Sal Drinking Water Feasibility Study



August 27, 2021

Submitted by:



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

HELPING EACH OTHER
CREATE BETTER COMMUNITIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

August 27, 2021

San Juan County
Attn: Mack McDonald, Chief Administrative Officer

RE: Request for Statement of Qualifications for a Public Drinking Water System Feasibility Study for the Community of La Sal, Utah

Dear Mr. McDonald and Selection Committee,

We have appreciated working with you to help get this process in motion and we recognize your time and commitment to the community of La Sal. J-U-B ENGINEERS, Inc. would like to help you achieve your goals and we are uniquely qualified to help your study be successful.

Local Knowledge. Our project manager, Brian Deeter, and our financial consultant, Cody Deeter, were born and raised in La Sal and still have family there. Local understanding is important. We understand better than anyone the local resources and limitations. We are familiar with the needs and attitudes of the residents. Our team's understanding of the unique challenges and opportunities, allow us to find solutions that are cost effective, will help you better manage your water, and can garner local support.

Experience. J-U-B has developed feasibility studies and master plans for communities similar to La Sal throughout the Intermountain West. We understand the needs and constraints of rural communities in relation to water resources. With this understanding, we can help you develop a study that meets funding agency requirements to position you to acquire funding to design and construct any recommended improvements. We have both the experience and technical expertise to efficiently complete this study.

Funding Expertise. Our funding specialists have helped clients acquire more than \$950 million for use on infrastructure improvements and planning. We can help you navigate the entire process from application, to tracking, to reporting. We have already been in contact with Michael Grange with the Utah Division of Drinking Water and he has unofficially committed to us that he can provide a grant to fund a portion of this study.

Thank you for taking the time to review our qualifications. We look forward to working with you!

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian Deeter', with a long horizontal flourish extending to the right.

Brian Deeter, PE – Senior Project Manager
J-U-B ENGINEERS, Inc.

ABOUT J-U-B

J-U-B ENGINEERS, INC. (J-U-B) is a full-service, professional services corporation that specializes in water resources, water/wastewater engineering, municipal infrastructure, transportation and traffic design, structural engineering, and storm drainage. Founded in 1954, J-U-B provides innovative ideas and responsible engineering, planning, and design services to public agencies and municipalities

J-U-B has grown to 450 employees in 21 offices and we remain committed to an overlying philosophy: Give our clients the personal service of a local firm with the depth and expertise of a large firm. Our clients' success is our success. Over the past five years, J-U-B and our subsidiaries have maintained a client satisfaction rate of 96 percent. This is a testament to our Team's commitment to service and our purpose: "Helping each other create better communities".



J-U-B AT A GLANCE

Established in 1954

65 years in business

21 offices in 7 states

Employee-owned

Fully-owned Subsidiaries:

- Gateway Mapping (GIS)
- The Langdon Group (Public Involvement)

AREAS OF EXPERTISE

J-U-B's broad range of in-house services provides value and convenience. Our professional expertise includes:

- » Water supply, storage, distribution, and treatment
- » Wastewater collection and treatment
- » Structural design and evaluation
- » Risk assessment and asset management
- » Permitting
- » Construction services
- » Traffic/transportation planning and design
- » Survey
- » Environmental services
- » Funding assistance
- » Landscape architecture
- » Geographic information systems (GIS)
- » Public involvement

OUR TEAM

J-U-B brings together a team that provides all of the expertise you need to make this project successful. You get the expertise of a large regional firm, with the local understanding of engineers and specialists who work with small, rural communities throughout the western US.



PROJECT MANAGER
Brian Deeter, PE

**PROJECT ENGINEER:
GROUNDWATER**
Brandon Nielsen, PE

**PROJECT ENGINEER:
HYDRAULIC MODELING**
Nate Smith, PE

FUNDING SPECIALIST
Cindy Gooch, MA

WATER RATES & FINANCING
EFG: Cody Deeter, MPA

WATER RIGHTS
RWC: Logan Riley





BRIAN DEETER, PE | Project Manager

Professional Engineer: UT, 186246-2202; ID, 10025; WY, 11954; CO, 0046854

A native of La Sal, Brian Deeter has more than 28 years of experience in irrigation and municipal engineering throughout Utah, Idaho, Wyoming and Colorado. He is experienced in quality control, project management, irrigation system design, hydraulics, fieldwork, data collection, and construction administration. He has prepared feasibility studies, design reports, specifications, and other technical documents. Brian's expertise includes agricultural irrigation delivery system, secondary and culinary water modeling and design including distribution, transmission, and storage; storm drainage modeling, design, and master planning; and flood control studies.

Brian has managed more than \$270 million in water and irrigation planning and improvement projects. His understanding of state and federal requirements allows projects to progress successfully. Brian works with clients to develop studies that identify cost-effective solutions and position their projects for funding.

Similar Projects as Project Manager

- Liberty Pipeline Company Water Master Plan and Improvements
- Oakley City Secondary Water Feasibility Study
- Henefer Town Secondary Water Feasibility Study
- South Willard Water Company Feasibility Study & Pressurized Irrigation System
- West Corinne Water System Study and Improvements
- East Mill Creek Water Feasibility Study and System Optimization Review



BRANDON NIELSEN, PE | Project Engineer: Groundwater

Professional Engineer: UT, 4776869; ID, 12893

Brandon Nielsen has more than 20 years of experience in water resources engineering ranging from well feasibility studies, source development, source protection, water rights, well drilling and equipping design, booster stations, and pump stations. He is authorized by the Utah Division of Drinking Water as a well grout seal witness, and holds a certificate from the Utah Division of Water Rights.

He is experienced in all aspects of water wells including drilling design, test pumping, equipping, rehabilitation, and preparing the related site evaluation reports, source protection zone delineations and plans, water rights issues, aquifer characterization and drawdown calculations. Brandon is active in several professional organizations and remains up to date in water rights legislation, current industry practices, evolving technologies, and in State and Federal regulations affecting water resources.

Similar Projects as Project Engineer

- Moab City Well #12 Siting Study, Drilling Design, Well Equipping, and Drinking Water Source Protection Plan - *Project Engineer*
- Coalville City Water Master Plan, Feasibility Study and Improvement Design – *Project Engineer: Source Development*
- South Willard Water Company Pressure Irrigation Feasibility Study and Well Design – *Project Engineer: Planning and Well Design Lead*
- Tabiona Town Water, Sewer, and Secondary Water Master Plan – *Project Engineer: Water*
- Drinking Water Source Protection Plans and PERS, Various public and private Utah water distributors – *Project Engineer*



NATE SMITH, PE | Project Engineer: Hydraulic Modeling

Professional Engineer: UT, 7563792-2202; CO, 51922

Nate has 14 years of experience working on water, sewer, irrigation, and storm drain projects. He has spent the much of that time using computer modeling to analyze complex culinary water, secondary irrigation water, sewer, and storm drain systems. This modeling has been done in Innovyze's modeling software; InfoWATER and InfoSWMM.

Nate has also completed the hydrology and hydraulics calculations for several projects.

His modeling experience includes open channel systems, closed conduit gravity systems, and closed conduit pressure systems. His breadth of modeling includes simple one pipe systems to complex city-wide networks. In addition to his modeling experience he has worked as part of the production team on multiple design projects, working in Civil 3D to create alignments and profiles, checking for utility conflicts and designing project details. He has taken on the project management responsibilities for multiple design projects, coordinating design from project conception through construction.

Similar Projects as Hydraulic Modeling Lead

- Liberty Pipeline Water Master Plan Update
- Syracuse City Drinking Water and Secondary Water Master Plans
- Farmington City Water Master Plan Update
- Trenton and Amalga Water Master Plan Update
- Woods Cross City Water Master Plan Update
- Bona Vista Water Master Plan and Improvements



CINDY GOOCH, MA | Funding Specialist

Grant Professional Assoc.; UT Grant Professional Assoc.; American Planning Assoc.; UT Planning Assoc.; National Rec & Parks Assoc.

Cindy Gooch is an innovative individual with 18 years of experience in strategizing, acquiring, and managing a variety of funding opportunities for communities throughout the western United States. She has extensive experience with Federal grant programs and has worked with agencies such as USDA Rural Development, NRCS, and the US

Bureau of Reclamation. On the State level, she has administered grants and loans acquired through Community Impact Board, Community Development Block Grants, the Utah Board of Water Resources, the Utah Division of Water Quality and the Utah Drinking Water State Revolving Fund Loans.

Cindy is a renowned Grant Writer. She and her team have been instrumental in acquiring more than \$950 million in grant funds available for use in infrastructure projects to provide to improve water delivery systems, conduct master planning, and meet many other types of community needs. She also supports clients during the project to track funding and prepare reports.

Relevant Funding Success

- NRCS Watershed and Flood Protection PL-566 Grants: *Awarded \$343,000,000*
- NRCS-Regional Conservation Partnership Program Grants: *Awarded \$775,000*
- WaterSMART Water & Energy Efficiency Grants; *U.S. Bureau of Reclamation (USBR) \$27,000,000*
- Additional USBR WaterSMART Grants: *Awarded \$898,000*
- Water Conservation Field Services Program Grants: *USBR; Awarded \$483,450*
- Utah Board of Water Resources Grants and Loans: *Awarded \$8,914,000*



ENERGY, FINANCE AND GOVERNMENT CONSULTING

Energy, Finance and Government Consulting (EFG) has a focus of helping government and business clients make excellent long-term financial decisions. This mission statement guides EFG as it partners with its clients to create and execute long-term financial strategies related to utility sustainability, asset management, and funding and financing strategies.

Similar Projects

- Water and Sewer Rates and Impact Fees - San Juan Spanish Valley Water and Sewer Special Service District – Spanish Valley – Developed water and sewer rates, water and sewer impact fees, and updated the fees for this start-up district.
- Water and Sewer Rates and Impact Fees – Lewiston City, Utah – Updated the water and sewer rates and impact fees and assisting with developing and implementing a finance plan due to major upgrades to the City's systems.
- Water Rates and Impact Fees - Taylor-West Weber Water Improvement District – Weber County, Utah – Assisted the District with updating culinary water rates, impact fees, and financial planning including bond issuance since 2015.
- Water Rates and Impact Fees – Bluffdale City, Utah – Updated all the City's impact fees including culinary water in 2020 and 2021.
- Water Rates and Impact Fees – Benchland Improvement District – David County, Utah – Updated the District's impact fees and user rates as part of ongoing rehabilitation and expansion of the secondary water system.
- Water Rates and Impact Fees - Fruitland Special Service District – Updated the District's user rates and impact fees to ensure a sustainable water system.



CODY DEETER | Water Rates and Financing

Cody Deeter is the CEO & President of EFG. His work in the municipal, energy, and finance industry over the past 13 years provides a solid depth of experience and expertise to help clients make excellent long-term financial decisions.

Cody was born and raised in La Sal and still has family in the community. He understands the specific needs of small agricultural communities.



RILEY WATER CONSULTING, LLC

Riley Water Consulting, LC (RWC) was founded in 2005 and is a water right engineering and consulting firm in Utah. RWC provides specialization in change applications, updating title on water rights, water right research, conflict resolution, enforcement action, diligence claims, nonuse applications, declarations of beneficial use, applications to appropriate, proofs of beneficial use and much more.

Riley Water Consulting has more than 40 years of experience in water rights and has provided clients with personal, honest, ethical, and cost-effective service in a timely manner.

Similar Projects

- Aquifer Storage and Recovery Project - *Water Rights Evaluation*
- Western Summit County Wholesale Water System Study Plan - *Water Rights Evaluation*
- Mt Nebo Water Agency Regional Water Supply Study - *Water Rights Evaluation*
- Utah Lake Management Plan - *Water Rights Evaluation*
- Sandy City Water Right Master Plan - *Water Rights Evaluation*
- Lehi City Water Right Issues - *Water Rights Evaluation*



LOGAN RILEY | Water Rights

Before receiving his Masters in Civil and Environmental Engineering from the University of Utah in 2013, Logan graduated with his Bachelors in Civil and Environmental Engineering from Utah State University in 2010. Logan worked for the Division of Water Rights in the Utah Lake/Jordan River Office for 1 year before going to work with Jim Riley to consult in water rights on the private side. Logan specializes in all things water rights, from helping clients update title to their water rights by filing Reports of Conveyance to helping clients down the long path of filing Declarations of Beneficial Use and Applications to Appropriate.

EXPERIENCE TO BENEFIT YOUR PROJECT



Oakley's study has been featured in local, national and international news. You can view the study and articles in the Appendix to this SOQ



Oakley Secondary Water System Feasibility Study Oakley City, Utah

Background. Oakley City has had a major influx of growth, which has put substantial stress on their culinary system. Residents are using drinking water on their lawns and gardens even when they have available irrigation shares.

Solutions. J-U-B was able to assist the city in obtaining a System Optimization Grant from the US Bureau of Reclamation along with a planning grant from the Utah Board of Water Resources to perform a secondary water system feasibility study. The feasibility study allowed the City to assess their culinary system and review available secondary water sources that could provide relief to the culinary system. The study included consideration of multiple sources of water, from the different irrigation companies in the area to reuse of their wastewater effluent.

Benefits. The study found that a secondary water system could provide significant relief to the currently overburdened culinary system. The study also included a funding plan that provides guidance to Oakley that will provide significant grant funding to implement the secondary water system.

The "Mega Drought" that currently envelopes most of the Western US has hit Oakley particularly hard. The impact to the culinary system has caused them to implement a moratorium on building. The results of this study provide a roadmap out of that moratorium. Oakley City, this difficult set of circumstances, and the solution provided by this study have been featured in local, national, and international news as a model for water management in rural low-water communities.

REFERENCE

Wade Woolstenhulme, Mayor
(435) 659-9593
woolstenhulmewade@gmail.com

SIMILARITIES TO YOUR PROJECT

- » Planning: US Bureau of Reclamation & Utah Division of Drinking Water
- » Distribution system modeling
- » Source water evaluation
- » Storage considerations
- » Alternative analysis
- » Funding plan and acquisition (\$55K)
- » GIS mapping
- » Smaller system - 575 connections
- » Water rights
- » Public Involvement



Henefer Town Secondary Water Master Plan & Feasibility Study - Henefer Town, Utah

Background. Henefer is a small rural town in Summit County. The population is estimated to be 871, with about 300 residential units. There has been significant population change for this little town, with the population having increased by 37% in the past 10 years. In spring 2018, the Town put a moratorium on any new connections to the Town's culinary water system and that moratorium is still in place. Within just a few weeks of passing the moratorium in 2018, the Town had over eight subdivision proposals submitted for consideration, which means multiple new residential homes will want to use culinary water for outdoor use. The additional demands put strain on a system already affected by drought.

Solutions. To study the demand, supply, sources, and needs of the system, J-U-B obtained \$55,000 from the US Bureau of Reclamation to conduct a System Optimization Review. The study also analyzed the feasibility of implementing a secondary water system in the Town to protect its drinking water supply. A funding plan was developed to help the Town design and construct solutions.

Benefits. J-U-B helped the Town receive \$1,500,000 from the USBR WaterSMART: Water and Energy Efficiency Grant program to install a pressurized irrigation system with piping and a storage pond. To improve their drinking water system, J-U-B acquired \$171,088 from the from the Community Development Block Grants program to redevelop a spring and install culinary water meters.

The "Mega Drought" that currently envelopes most of the Western US has hit Henefer particularly hard. The results of this study provide a roadmap out of the development moratorium. Henefer Town and the solution provided by this study have been featured in local, national, and international news as a model for water management in rural low-water communities.

REFERENCE

Kay Richins, Mayor
(801) 599-8003
henefermayor@gmail.com

SIMILARITIES TO YOUR PROJECT

- » Planning: US Bureau of Reclamation & Utah Division of Drinking Water
- » Source water evaluation
- » Well siting and design
- » Distribution line design and construction
- » Storage considerations
- » Fire flow data and demand data
- » Alternative analysis
- » Funding plan and acquisition (\$1.7M)
- » GIS mapping
- » Similar size to La Sal with approximately 300 connections
- » Water rights

Henefer's study has been featured in local, national and international news. You can view the study and articles in the Appendix to this SOQ



Secondary Water System Feasibility Study

South Willard Water Company

Background. The South Willard Water Company (SWWC) provides drinking water to their agricultural community in southern Box Elder County. High-quality drinking water was being used for irrigation purposes and residents operated their own individual wells, inefficient pumps, and unmanaged open ditches. Growth in the area intensified these issues and there is no municipality to govern water use or system ownership.

Solutions. SWWC asked J-U-B to help them obtain a \$25K grant from the US Bureau of Reclamation to fund a feasibility study to evaluate the potential of a pressurized secondary water irrigation system. Meeting USBR requirements, J-U-B conducted a feasibility study reviewing water rights, sources, demands, energy efficiency, and water conservation potential.

Benefits. The study determined that a pressurized irrigation system would more efficiently use water and power. J-U-B also helped facilitate governance and management under the Weber-Box Elder Conservation District. With those questions resolved, J-U-B designed a pressure irrigation system which included nearly 14,000 feet of PVC pipe ranging from 4" to 14". Being in a heavily-used existing utility corridor along the UDOT right-of-way, construction required 100 linear feet of crossing under UDOT roads with a 20" steel casing and HDPE carrier pipe. J-U-B also sited and designed a new well and chlorination improvements for the drinking water system.

REFERENCE

Richard Day, President
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SIMILARITIES TO YOUR PROJECT

- » Planning: US Bureau of Reclamation & Utah Division of Drinking Water
- » Source water evaluation
- » Well siting and design
- » Distribution line design and construction
- » Storage considerations
- » Alternative analysis
- » Funding plan and acquisition
- » GIS mapping
- » Small system - 400 connections



Water Study and System Improvements Coalville City, Utah

Background. J-U-B completed a water system master plan and USDA-RD Preliminary Engineering Report (PER) for Coalville City to address deficiencies in their water system and provide alternatives and recommendations to address their needs for the next 20+ years.

A key need of this study was to diversify their water sources and capitalize on their water rights in the Weber River Basin. This effort included a detailed analysis of the City's water resources and associated water rights. The selected recommendation includes the addition of storage capacity, construction of a membrane treatment facility to handle both shallow groundwater and surface water, and a series of distribution system improvements with an associated cost estimate of \$8.7M.

Solutions. Coalville's ability to fund the project was considered during the selection of alternatives proportional to the life cycle cost of the project. Alternatives with a lower life cycle cost (capital cost and operation and maintenance costs) were preferred and ultimately recommended. J-U-B helped the City secure \$8M in grant and loan from USDA- Rural Development to implement solutions including added storage capacity, a membrane treatment facility to handle both shallow groundwater and surface water, and distribution system improvements.

Benefits. J-U-B designed and is overseeing construction of a 600,000 gallon water storage tank and 30,000 feet of distribution system, a new well, river pump station, and membrane water treatment plant.

REFERENCE

Zane DeWeese, Public Works Dir.
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zane.deweese@coalvillecity.org

SIMILARITIES TO YOUR PROJECT

- » Planning: US Bureau of Reclamation & Utah Division of Drinking Water
- » Source water evaluation
- » Well siting and design
- » Distribution line design and construction
- » Storage considerations
- » Alternative analysis
- » Funding plan and acquisition (\$8.7M grant and loan from USDA)
- » GIS mapping
- » Small system - 700 connections
- » Water rights



Liberty Pipeline Company Water Master Plan

Liberty, Utah

Background. Rapid growth in Liberty prompted the need for the Liberty Water Master Plan. The Liberty Pipeline board members were concerned that the existing water sources couldn't keep up with the current and future needs.

Solutions. J-U-B analyzed the overall system and determined that the system was deficient for source, because their largest source was physically located near the lowest pressure zone and was unable to supply the upper zones. One of the projects identified was to install a booster pump station to move water from the lowest pressure zone to the highest pressure zone, thus providing the ability to provide source to the entire system. J-U-B collected water use data from source records, as well as individual water meters. We built a hydraulic model in InfoWater and the data was used to determine the amount of supply needed for the system, and also identifies the demands used in the model.

Benefits. J-U-B identified 15 projects totaling just over \$10,000,000 in the master plan. This data is already collected in GIS and is being used to implement improvements. J-U-B was also able to include a section in the Master Plan on Drought Resiliency which allows Liberty to apply for a Drought Resiliency Grant through the Bureau of Reclamation.

REFERENCE

Mitch Holmes, President
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firstlite58@yahoo.com

SIMILARITIES TO YOUR PROJECT

- » Planning: US Bureau of Reclamation & Utah Division of Drinking Water
- » Source water evaluation
- » Distribution line design and construction
- » Distribution system modeling
- » Storage considerations
- » Fire flow data & demand data
- » Alternative analysis
- » Funding plan and acquisition
- » GIS mapping
- » Water supply impacted by tourism and recreation uses
- » Small system - 680 connections



West Corinne Water Company

Box Elder County, Utah

Background. The West Corinne Water Company is a privately held culinary water company serving a larger area than any other system in Box Elder County but with only 1,100 connections. Several aspects of the system needed upgrades and improvements due to deterioration.

- » The system was unable to provide adequate fire suppression due to an insufficient number of hydrants and inadequate fire flow.
- » Because of saltwater intrusion into the aquifer, only the extreme northern end of the system is in an adequate location to provide drinkable water from an existing well. Flow rates from that well had declined over the years.
- » The system storage was insufficient to meet the needs of the system.

Solutions. J-U-B prepared a hydraulic model, master plan, and funding study to evaluate the capacity and needs of the West Corinne Water Companies system. The study addressed system capacity, fire flow, storage, and source. A Preliminary Evaluation Report (PER) and Environmental Report were prepared to meet USDA Rural Development standards.

Benefits. With the plan in place, J-U-B assisted West Corinne in securing \$3.6M in a low interest loan from USDA Rural Development. Construction included multiple components to address each need :

- » Over 50,000 feet of 8-inch and 12-inch distribution line was installed in existing roadways to improve flow rates and replace deteriorating lines throughout the system. Over 100 fire hydrants were added to the system with this project.
- » The existing well without saltwater intrusion was rehabilitated to double production.
- » A new 1,000,000 gallon reinforced concrete water storage tank was constructed adjacent to the existing well to provide much needed storage for equalization, fire protection and emergency situations.

REFERENCE

Curtis Marble, President
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SIMILARITIES TO YOUR PROJECT

- » Planning: US Bureau of Reclamation & Utah Division of Drinking Water
- » Source water evaluation
- » Well siting and design
- » Distribution line design and construction
- » Storage considerations
- » Fire flow data and demand data
- » Alternative analysis
- » Funding plan and acquisition (\$3.5M low-interest loan from USDA)
- » GIS mapping
- » Water rights



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