

25

When Recorded Return to:  
Metropolitan Water District of Salt Lake & Sandy  
Attn: Executive Assistant  
3430 East Danish Road  
Cottonwood Heights, Utah 84093-2139  
Version: 10-22-07

RECEIVED JUN 09 2009

E

10715140  
05/29/2009 09:55 AM \$0.00  
Book - 9729 Pg - 1877-1897  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
METROPOLITAN WATER DIST OF SL  
3430 E DANISH RD  
SANDY UT 84093  
BY: TMW, DEPUTY - MA 21 P.

PARCEL NO.: 340130500

**ENCROACHMENT AGREEMENT**  
(SLA)

ENT 74309:2009 Pg 1 of 25  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2009 Jul 07 3:53 pm FEE 0.00 BY SS  
RECORDED FOR METROPOLITAN WATER DIST

THIS ENCROACHMENT AGREEMENT is entered into effective this 5<sup>th</sup> day of MAY, 2009, between METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY ("District") and ALPINE CITY ("Applicant").

**AGREEMENT PURPOSES**

District owns and operates the Salt Lake Aqueduct corridor and certain works, facilities, equipment, and improvements located within or on that corridor. District is a subdivision of the State of Utah responsible for transporting and treating public water, and as such the District has regulatory authority to protect, preserve and defend its lands, interests in lands, works, facilities, equipment, improvements and water.

Applicant has requested permission for the non-exclusive use described below of that portion of the corridor described below. District is willing to permit the described use of the described corridor, without warranty whatsoever. Without intending to limit the scope of the immediately preceding disclaimer of all warranties, District specifically disclaims any warranty of title, and any warranty regarding the condition or fitness of the property in question for the intended uses by Applicant.

District holds the lands in question in fee or holds an easement for the District's use. This Agreement is intended to document the fact that the Applicant's described use of the portion of the District's corridor, also described here, is acceptable to the District and consistent with District regulations. This Agreement grants a non-exclusive right to the Applicant to make only the described use of District lands and interests in lands. The District has no authority to grant the Applicant any right of use that is valid as against others who have interests in the land in question, and this Agreement does not purport to do so. Nor does this Agreement purport to satisfy any permit, license or regulatory requirement other than District regulations. The Applicant is solely responsible to obtain and maintain all other required agreements, permits, licenses, etc. The District has not agreed to provide any assistance to Applicant in understanding or meeting these other requirements.

**Notwithstanding anything written in this Agreement, no permission is intended to be given to: 1) damage District equipment, works or facilities; or 2) to introduce any**

**substance into District equipment, works, facilities or water; or 3) to interrupt in any respect the District's service of water.**

Applicant has previously used what is now a District right of way pursuant to an Agreement Between the United States of America and Alpine City dated April 20, 1978, Contract No. 8-07-40-L0707. That U.S. contract will expire on April 20, 2028. Applicant has requested to replace a portion of the sanitary sewer pipeline allowed under this prior agreement with a larger diameter pipeline, thereby requiring a new agreement with the District for the non-exclusive use described below of that portion of the District right of way described below.

#### **AGREEMENT TERMS AND CONDITIONS**

In consideration of the foregoing purposes the parties agree as follows:

I. APPLICANT'S USE OF DISTRICT CORRIDOR.

(A) Description of Applicant's use of District corridor ("Project"):

Applicant will burst an existing 8-inch sanitary sewer pipeline and replace with a 12-in HDPE DR 17 sanitary sewer pipeline. The pipeline encroaches approximately 90-feet into the Salt Lake Aqueduct right of way, but does not cross the aqueduct.

(B) Term:

25 years.

(C) Location by Stationing:

Approximate Salt Lake Aqueduct Station 1124+50.

(D) Legal Description of District Lands or Interests in Lands Applicant Will Be Using:

The sanitary sewer pipeline will cross through a portion of Tracts 331 and 332 which were acquired for the operation and maintenance of the Salt Lake Aqueduct and described as follows:

Tract 331: A strip of land One Hundred Twenty Five (125) feet wide and included between two lines extended to the property lines and everywhere distant Fifty (50) feet East or to the right and Seventy Five (75) feet West or to the left of the center line from Station 1123+82.0 to Station 1124+83.0 of the Salt Lake Aqueduct measured at right angles thereto; said center line is more particularly described as follows:

Beginning at Station 1123+82.0, a point on the East line of Grantor's property line in the Southwest quarter (SW¼) of Section Twenty Five (25), Township Four (4) South, Range One

(1) East, S.L.B.&M., which is North Two Thousand Sixty Seven and Nine-tenths (2067.9) feet and West Three Thousand Six and Six-tenths (3006.6) feet of the Southeast corner of Section Twenty Five (25), Township Four (4) South, Range One (1) East, S.L.B.&M.; thence North 48°31'30" West One Hundred One (101.0) feet to Station 1124+83.0, which is the End Point, more or less. Containing approx. 0.29 acres.

Tract 332: A strip of land in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section Twenty-five (25), Township Four (4) South, Range One (1) East, Salt Lake Base and Meridian, One Hundred Twenty-five (125.0) feet wide and included between two lines extended to the property lines and everywhere distant Fifty (50.0) feet on the East or right side and Seventy-five (75.0) feet on the West or left side of the following described center line of the Salt Lake Aqueduct from Station 1124+83.0 to Station 1131+94.9, measured at right angles thereto. Said center line is more particularly described as follows:

Beginning at Station 1124+83.0, a point on the East line of the Grantors' property in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of said Section 25, from which point the West Quarter corner of said Section 25 lies North Four Hundred Fifty-three and Three-tenths (453.3) feet and West Twenty-two Hundred Sixty-four and Three-tenths (2264.3) feet, more or less; thence North 48°31'30" West Seven Hundred Eleven and Nine-tenths (711.9) feet to Station 1131+94.9, a point on the North line of the Grantors' property, from which point the West Quarter corner of said Section 25 lies South Eighteen and Two-tenths (18.2) feet and West Seventeen Hundred Thirty and Nine-tenths (1730.9) feet, more or less; containing 2.11 acres, more or less.

(E) Legal Description of Applicant's Property Benefited by this Agreement to Which the Rights and Responsibilities of Applicant Shall Run:

Not applicable.

(F) Plans, Drawings, Maps, Plats, etc. Attached and Incorporated Into This Agreement:

Exhibit A.

II. WORK.

(A) Applicant warrants and agrees that no earthwork, construction work or other work performed by or for Applicant on District lands and interests in lands, or close enough to District works, facilities, equipment or operations to potentially disrupt District works, facilities, equipment or operations, will take place except as expressly described in plans and specifications approved in writing by the District's authorized representative. Any modifications to such plans and specifications must be approved in writing by an authorized representative of District.

will: (B) Applicant warrants that all earthwork, construction work and other work

- (i) strictly comply with plans and specifications approved in writing by District;
- (ii) be reasonably satisfactory to District;
- (iii) meet or exceed all applicable codes, ordinances, other legal requirements, and all applicable generally recognized written trade and industry standards and recommendations;
- (iv) be performed by skilled, experienced, competent and properly licensed contractors and workers under the direct supervision of a project superintendent reasonably acceptable to District;
- (v) be completed with all new, high grade materials which meet or exceed the approved plans and specifications, all applicable codes, ordinances, other legal requirements, and all applicable generally recognized written trade and industry standards and recommendations;
- (vi) be conducted in a timely, careful, safe, workmanlike and professional manner;
- (vii) be conducted so as to reasonably minimize damage to grazing land, crops, or property, and any and all resulting damage will be restored to the reasonable satisfaction of the District;
- (viii) be conducted so as to minimize destruction, scarring, or defacing of the natural surroundings in the vicinity of the work, and any damage resulting from the work will be restored to the reasonable satisfaction of the District; and
- (ix) be in all material respects consistent with the District's Construction Standards, copies of which have been made available to the Applicant, and which terms are incorporated into this Agreement as if restated here.

(C) District shall have the right, but no obligation, to inspect the progress of the work or to inspect materials at all times. District may also require inspection or testing by others of any work or materials. District shall have the right to stop work and require correction of any work, or replacement of any materials, which in its judgment does not comply with any term or condition of this Agreement. If, after notice from District determined by District to be reasonable under the circumstances Applicant fails to remove or correct unacceptable work or materials, correction or removal of unacceptable work or materials may be accomplished by the District, or its contractor, and Applicant shall reimburse District fully for all direct and indirect

costs incurred by District in removing or correcting unacceptable work or materials within 30 days of receipt of an itemized invoice from District for such costs. District shall have no obligation whatsoever to review or supervise the method or manner in which the work is accomplished. District shall have no obligation whatsoever for the safety of workers or others on or adjacent to the job site. No approval, observation, inspection or review undertaken by District is intended to be for the benefit of Applicant, its contractors, suppliers, subcontractors, or their respective employees. Unless expressly stated in writing, any approval, observation, inspection or review by the District shall not constitute an acceptance of work or materials that do not comply with the approved plans or specifications, applicable codes, ordinances or other legal requirements, or generally recognized trade or industry standards or recommendations, or a waiver of any such requirements.

### III. MAINTENANCE OF APPLICANT'S IMPROVEMENTS.

(A) All of Applicant's works and improvements on or near District right of way shall be maintained in a condition which:

- (i) is reasonably satisfactory to the District;
- (ii) does not interfere with the ability of the District to use, operate, repair, reconstruct, maintain, improve or modify any District lands, interests in lands, works, improvements, equipment or facilities for District's purposes as those purposes may from time to time change;
- (iii) is reasonably safe and attractive;
- (iv) complies with all applicable codes, ordinances, other legal requirements and generally recognized written trade and industry standards and recommendations; and
- (v) complies with all applicable written policies of the District as those policies may change from time to time.

(B) District may from time to time have any or all of Applicant's works or improvements which are on District lands or interests in lands inspected by qualified professionals. Applicant shall fully reimburse District within 30 days of receipt of an itemized invoice for all direct and indirect costs incurred by District for any such inspection.

(C) If after reasonable notice from District, Applicant fails to correct any unacceptable condition of any of Applicant's work or Projects on District lands or interests in lands, correction may be accomplished by District, and Applicant shall reimburse District fully for all direct and indirect costs incurred in correcting such unacceptable condition within 30 days of receipt of an itemized invoice for such costs.

IV. COSTS ADVANCED.

Applicant agrees to pay the sum of \$1,500.00 to District to cover the direct and indirect costs to District for its initial engineering and/or other costs incurred for the review of plans and specifications, preparation of documents, inspection of work and materials, and enforcement or administration of this Agreement. Applicant further agrees to reimburse District for any additional direct and indirect costs which District determines to have incurred as a result of additional work with regard to Applicant's undertaking of the Project on District lands or interests in lands and any necessary ongoing inspections, work and/or materials in enforcing the terms of this Agreement.

V. RIGHTS RESERVED.

(A) Any and all rights of the Applicant under the terms of this Agreement shall be subject to and subordinate to any and all rights of the District to enjoy, use, operate, repair, reconstruct, maintain, improve or modify District lands or interests in lands, works, improvements, equipment and/or facilities.

(B) Applicant understands and acknowledges that District's plans for maintenance, repair, replacement and improvement of District lands or interests in lands, works, improvements, equipment or facilities will change from time to time without notice to Applicant. Such plans may involve alteration or interference with Applicant's use of the subject District lands or interests in lands and/or the Project. Applicant accepts all risks that any or all of Applicant's improvements installed on District lands or interests in lands may be removed, moved, modified, destroyed or reconstructed at Applicant's sole cost and expense to accommodate the use, operation, maintenance, repair, reconstruction, modification or improvement of District lands or interests in lands, works, improvements, equipment or facilities by District or those acting by authority of District.

(C) Jurisdiction and supervision of District lands or interests in lands, works, improvements, equipment or facilities are not surrendered or subordinated in any regard by this Agreement.

(D) District reserves the right to issue additional licenses or permits for uses of the subject District lands or interests in lands.

(E) District reserves all rights that are or may become reasonable and necessary for District to comply with applicable federal, state and local law and/or their respective contractual obligations as the same may from time to time arise or change.

(F) The District reserves the right to have its officers, Trustees, agents, representatives, employees, contractors, engineers, applicants, and permittees enter into or on any and all District lands or interests in lands, including any of Applicant's improvements, for purposes of exercising, enforcing and protecting the rights reserved in this Agreement.

(G) The District and its respective officers, Trustees, employees, agents and contractors shall have no liability for any damage to, or interference with Applicant's works or improvements as a result of the exercise by the District of any of its rights under this Agreement.

(H) The District specifically reserves the right to revoke this Agreement upon reasonable notice in order to provide surface use of the subject Property to a public entity for use as a public trail.

(I) All reservations of rights by the District under this Agreement are in addition to any and all other rights which the District may have by operation of law or otherwise.

#### VI. CONTRACTORS, INSURANCE, BONDS.

Applicant shall be jointly and severally liable for any fault, error, omission and non-compliance with this Agreement by Applicant or any of Applicant's contractors, employees and subcontractors. Applicant warrants that any and all contractors or other persons performing earthwork, construction work or other work on District lands or interests in lands on behalf of Applicant will provide insurance and bonds in strict and complete compliance with Exhibit B attached for all earth work, construction work or other work performed on District's lands and interests in lands.

Applicant shall, at Applicant's sole expense, maintain a broad form general liability policy of insurance in a form acceptable to the District, with limits of at least \$1,000,000.00 per occurrence. The District, its Trustees, officers, and employees shall be named as an additional insured for claims arising in whole or in part out of the condition of District lands or interests in lands to be used by Applicant under this Agreement, or any improvements installed by Applicant. Such coverage for the District and its Trustees, officers and employees shall be primary to any other coverage for the District. The Applicant shall provide an insurance certificate evidencing compliance with this provision at least annually. From time to time the District may increase the requirement for a liability limit by providing reasonable written notice to the Applicant of such a change.

#### VII. INDEMNITY.

(A) To the extent District is not otherwise completely defended and indemnified by liability insurance, Applicant shall defend, indemnify and hold District, its officers, trustees, employees and agents harmless from any and all claims, demands, liabilities and causes of action, whether or not they are meritorious, which arise in whole or in part, or which third parties claim arise in whole or in part, out of any act or omission of Applicant or Applicant's employees, agents or contractors, any use of District lands or interests in lands by Application, or any condition of any of Applicant's improvements.

(B) Notwithstanding any workers' compensation immunity, governmental immunity or any other immunity of Applicant, this obligation of defense and indemnity is

intended to be interpreted to the broadest extent allowed by law for the protection of the District and its officers, trustees, employees and agents.

(C) Applicant's obligations of indemnity shall be interpreted as providing true indemnity not simply as a contribution or liability of Applicant or Applicant's employees, agents or contractors for a proportional share of fault. In no event shall any fault of Applicant or Applicant's employees, agents or contractors be reapportioned to District, its officers, Trustees, employees or agents.

#### VIII. INCREASED COSTS.

(A) Applicant agrees that if the District reasonably determines that the direct or indirect costs to District of maintaining, repairing, operating, reconstructing, modifying or improving any District lands or interests in lands, works, improvements, equipment or facilities are increased in whole or in part as a result of Applicant's use of District lands or interests in lands or the presence of Applicant's improvements, Applicant shall reimburse the full amount of such increased costs within 30 days of receipt of an itemized invoice.

(B) Applicant agrees that if the District reasonably determines that the direct or indirect costs of compliance by the District with any applicable federal, state or local statute, rule, regulation, code or ordinance, or other law is increased because of this Agreement or Applicant's use of District lands or interests in lands or the presence of Applicant's improvements, Applicant shall reimburse District for the full amount of such increased costs within 30 days of receipt of an itemized invoice for the same.

#### IX. APPLICANT TO DEFEND TITLE.

Upon reasonable notice Applicant shall, as directed by District, defend and hold District harmless from any demand, claim or action which challenges the Applicant's use of the subject District lands or interests in lands.

#### X. NON-INTERFERENCE WARRANTY.

(A) Applicant represents, warrants and agrees that under no circumstances shall Applicant's improvements on, or Applicant's use of, District lands or interests in lands interfere with, interrupt, or delay the use, operation, maintenance, repair, reconstruction, modification or improvement of any District lands or interests in lands, works, improvements, equipment or facilities or the transportation or treatment of water.

(B) If the District reasonably determines that District has suffered or incurred damages or costs because of interference, interruption or delay in the delivery of water, Applicant shall fully reimburse District for all such damages or costs within 30 days of receipt of an itemized invoice for the same.



(C) If after reasonable notice from District, Applicant fails to correct any interference, interruption or delay, correction may be accomplished by the District, or its contractor, and Applicant shall reimburse District fully for all direct and indirect costs incurred by it in correcting such interference, interruption or delay within 30 days of receipt of an itemized invoice.

#### XI. TERMINATION

(A) Applicant's right to use District lands or interests in lands shall expire completely upon the expiration of the term described in Article I above, absent a written extension signed by both parties prior to the expiration of the term.

(B) Either party may, at their sole option, terminate this Agreement upon sixty (60) days written notice to the other party.

(C) District may, at its sole option, terminate this Agreement and Applicant's right to use District lands or interests in lands for nonuse of the subject lands by the Applicant for a period of one year.

(D) Should District reasonably determine that Applicant is in breach of any of the terms and conditions of this Agreement, and if Applicant has not made diligent progress toward correcting that breach in a manner satisfactory to the District, within a time determined by District to be reasonable under the circumstances after Applicant receives written notice reasonably describing the breach and time for correction, then this Agreement may be terminated by District.

(E) The following obligations of Applicant, as described in this Agreement, shall survive any termination of this Agreement:

- (i) All of Applicant's obligations to reimburse any costs incurred by the District;
- (ii) All of Applicant's obligation to remove Applicant's improvements and make restoration; and
- (iii) All of Applicant's obligations to defend and indemnify the District as described in this Agreement.

#### XII. REMOVAL OF FACILITIES.

(A) The District will determine what portion of Applicant's improvements on District lands or interests in lands will be removed upon termination and set a deadline and specifications for removal and restoration. Such removal and restoration will be at the sole expense of the Applicant.

(B) If, after reasonable notice from District, Applicant fails to remove improvements or restore lands as directed by the District, removal may be accomplished by the District or its contractor, and Applicant shall reimburse District fully for all of its direct and indirect costs incurred for such removal within 30 days of Applicant's receipt of an itemized invoice.

### XIII. APPLICANT'S RIGHT TO APPEAL.

Applicant will first submit any claim or dispute to the authorized District representative. If the matter is not resolved satisfactorily, Applicant may submit the dispute or claim in concise written form with any supporting documentation to the District's Board of Trustees. If the matter is not resolved satisfactorily the dispute or claim will be submitted to non-binding mediation, with a qualified mediator selected by the parties, with each party sharing the cost of that non-binding mediation. If, after and only if these processes are first followed and Applicant's dispute or claim remains unresolved, an action may be brought in the Third Judicial District Court of the State of Utah In and For Salt Lake County. The prevailing party shall be awarded reasonable costs, including engineering and witness costs and fees and reasonable attorney's fees.

### XIV. INTERPRETATION.

Applicant's use of District lands was allowed at the request of Applicant, and without obligation by District. Any ambiguity in this Agreement shall be interpreted against Applicant. In the event of conflict between this Agreement and District written rules, regulations or policies, as the same may change from time to time, will be controlled by such District rules, regulations and policies.

### XV. PRESUMPTION.

As against the Applicant, any calculation, determination or interpretation made by an authorized representative of the District with respect to this Agreement shall be presumed to be correct, absent clear and convincing evidence the District representative has acted arbitrarily and capriciously.

### XVI. SUCCESSORS, ASSIGNS.

Applicant's rights and obligation may not be assigned or transferred without the prior written consent of District, which the District is under no obligation to give. Any bankruptcy filing by Applicant, other purported assignment by operation of law, or appointment of a receiver, shall be grounds for immediate termination of this Agreement. Any attempt to assign without the prior written consent of District shall be considered null and void and shall be grounds for immediate termination of this Agreement.

XVII. AUTHORITY.

The person(s) signing on behalf of Applicant represents and warrants that they have been duly authorized by resolution of the governing body of Applicant to execute this Agreement on behalf of Applicant.

XVIII. NO WARRANTY.

(A) District makes no warranty or representation, either express or implied, as to the extent or validity of any grant or license contained in this Agreement.

(B) District makes no warranty or representation as to the condition of any District's lands, improvements or facilities, or the fitness or compatibility of any of the same for use as described by Applicant.

XIX. COMPLIANCE WITH APPLICABLE LAWS.

(A) The Applicant shall strictly comply with all applicable Federal, State, and local statutes, rules, regulations, codes, ordinances and other laws.

(B) Applicant shall strictly comply with all of District's Regulations for Non-District Use of Salt Lake Aqueduct and Point of the Mountain Aqueduct Rights of Way, as those regulations may change from time to time. Copies of those regulations have been made available to the Applicant, which terms are incorporated into this Agreement as if restated here.

(C) If after reasonable notice from the District, the Applicant fails to bring Applicant's use of District lands or interests in lands into compliance with this Agreement and any applicable Federal, State, and local statutes, rules, regulations, codes, ordinances and other laws, including, but not limited to, District's Regulations for Non-District Use of Salt Lake Aqueduct and Point of the Mountain Aqueduct Rights of Way, District may, at its sole option, effect such compliance and Applicant shall reimburse District fully for all direct and indirect costs incurred by District for bringing the Project into compliance within 30 days of receipt of an itemized invoice

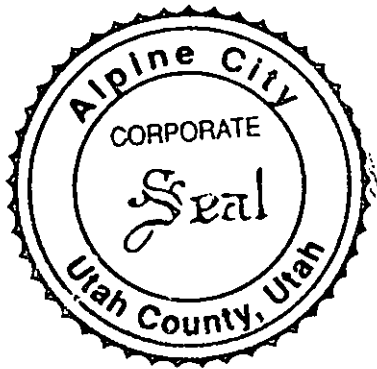
XX. NOTICES.

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



APPLICANT:

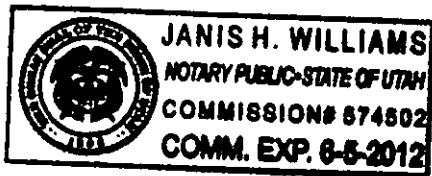


Otis Hunt Willoughby  
Otis Hunt Willoughby, Mayor

Janis H. Williams  
, City Recorder

STATE OF UTAH )  
: ss.  
COUNTY OF UTAH )

On the 5<sup>th</sup> day of May, 2009, personally appeared before me Otis Hunt Willoughby and Janis H. Williams and being first duly sworn, acknowledged that they are the Mayor and City Recorder, respectively, of Alpine, Utah, and that they have been duly authorized through an affirmative vote of the City Council of Alpine, Utah to execute the above Encroachment Agreement for and on behalf of Alpine, Utah, for the purposes stated therein.



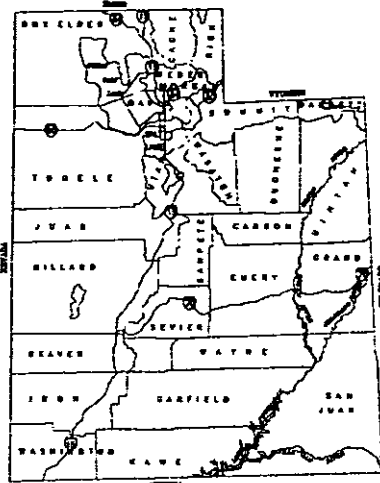
Janis H. Williams  
NOTARY PUBLIC

EXHIBIT A  
DRAWINGS

# ALPINE

## 800 SOUTH SEWER IM

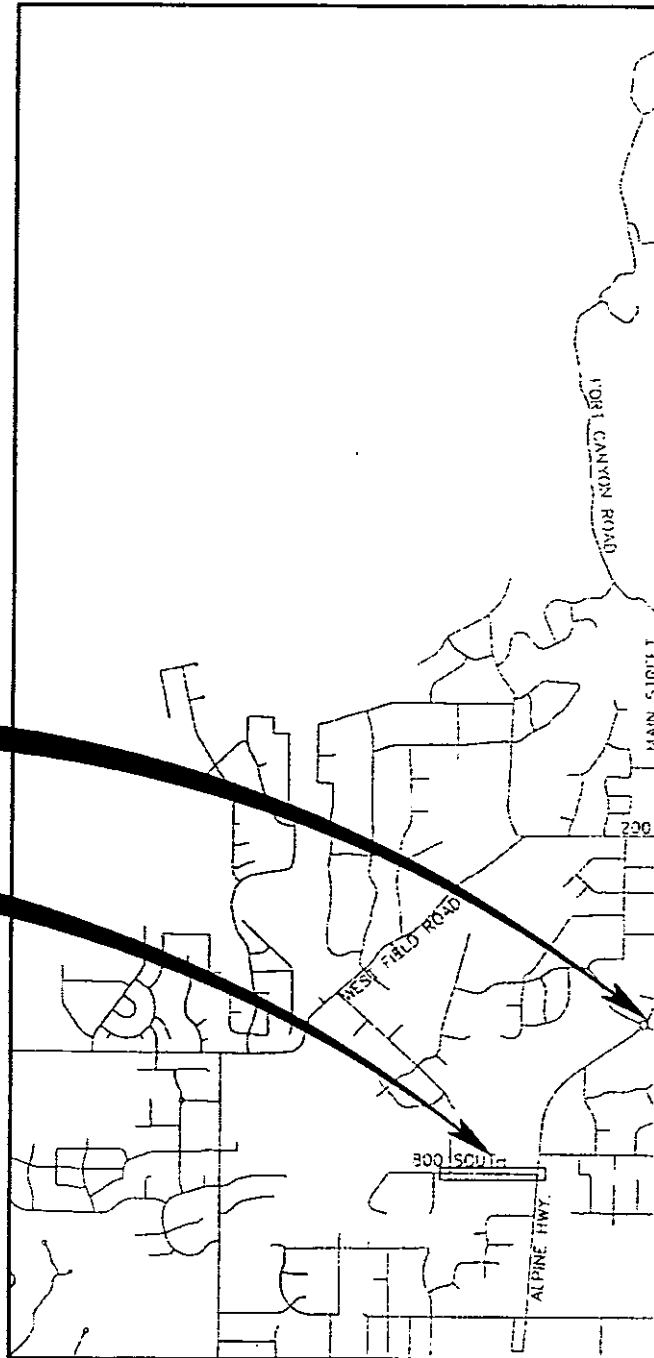
ENT 74309:2009 PG 15 of 25



PROJECT LOCATION

PROJECT LOCATION

PROJECT LOCATION



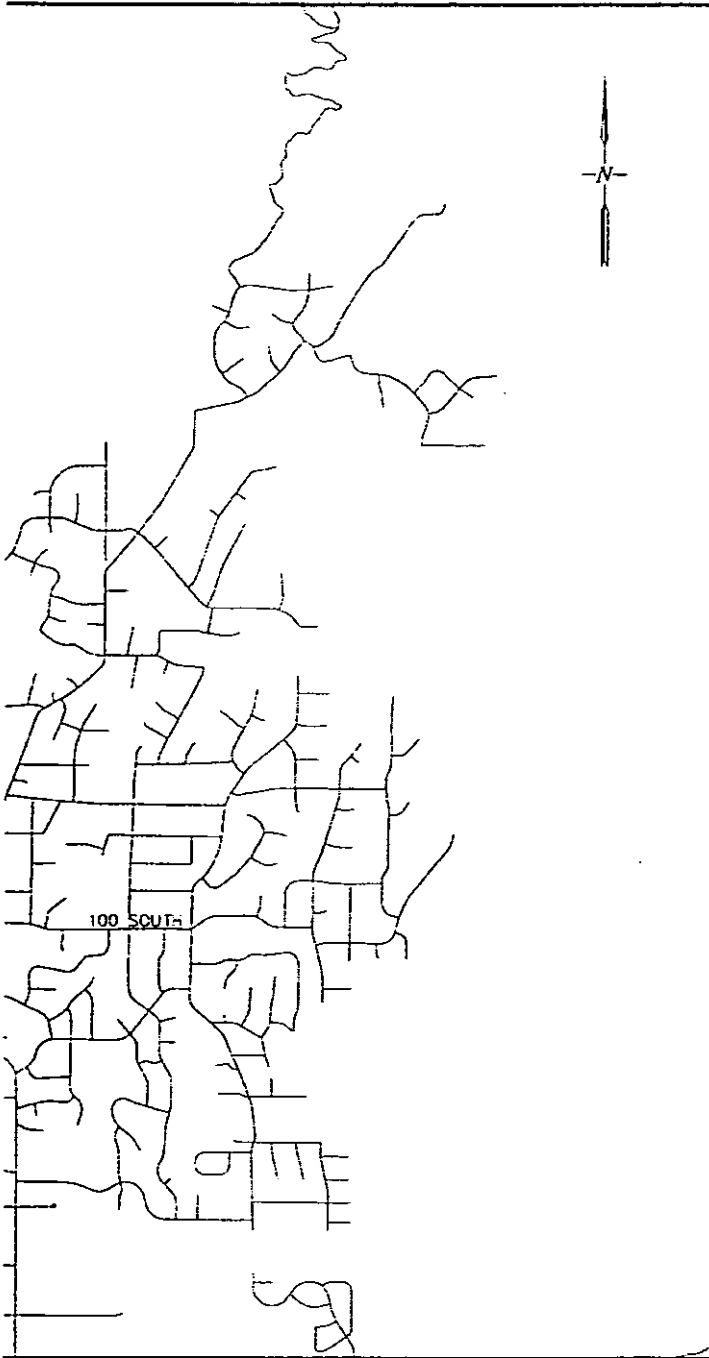
**HORROCKS**  
ENGINEERS

ALPINE V

# CITY

## IMPROVEMENTS PROJECT

ENT 74309:2009 P6 16 of 25

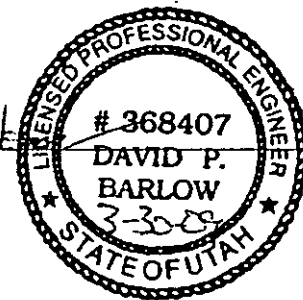


SHEET INDEX	
1	COVER
2	GENERAL NOTES
3	PLAN & PROFILE SHEET STA. 10+00 TO 15+00
4	PLAN & PROFILE SHEET STA. 15+00 TO 20+00
5	PLAN & PROFILE SHEET STA. 20+00 TO 23+55
6	TYPICAL DETAILS
7	TYPICAL DETAILS

APPROVAL:

  
CITY ENGINEER

  
HORROCKS ENGINEERS



CITY MAP



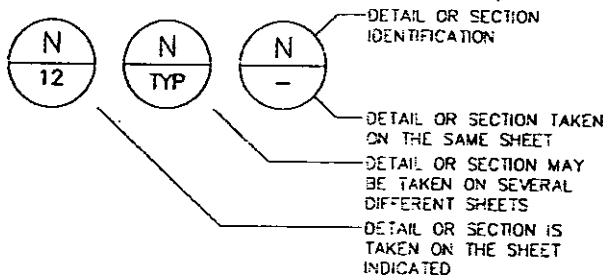
## GENERAL NOTES

SYMBOL I

ENT 74309:2009 Pg 17 of 25

- |  |   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
|--|---|---------------------|---|------------------|---|--------------------------------|---|------------------------|---|-----------------------|---|----------------------------------|---|----------------|---|----------------|---|----------------------|---|----------------|---|-----------------------|---|---------------------|---|----------------|---|------------------|---|----------|---|------------|---|------------|---|------------|---|----------------|---|-------------|---|-------|---|------------|---|---------------------|---|-------------------------|---|-------------------------|---|--------------------|---|
| <ol style="list-style-type: none"> <li>1. ALL UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING BLUE STAKES FOR LOCATION OF ALL UTILITIES. 1-800-662-4111.</li> <li>2. INSTALL RIMS 1/4" BELOW PAVEMENT OR ADJUST AS REQUIRED IN FIELD.</li> <li>3. TRAFFIC CONTROL IS TO CONFORM WITH MUTCD OR UDOT STANDARDS WHERE APPLICABLE.</li> <li>4. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES (WATER AND DRAINAGE SERVICES AND ACCESS ROADS, ETC.) DURING CONSTRUCTION AND ENSURE THEY REMAIN IN PLACE AND OPERATIONAL (UNLESS OTHERWISE NOTIFIED BY PROPERTY OWNER).</li> <li>5. RESTORE OR PRESERVE ALL EXISTING FENCES, ROADS AND DITCHES.</li> <li>6. CONTRACTOR IS RESPONSIBLE FOR PROMOVING AS-BUILT DRAWINGS, PRIOR TO FINAL PAYMENT.</li> <li>7. PIPE LENGTHS SHOWN ON PLAN SHEETS ARE HORIZONTAL.</li> <li>8. PAVEMENT MARKINGS (STRIPING) ARE REQUIRED AT COMPLETION OF NEW PAVEMENT THROUGHOUT PROJECT PER U.D.O.T. STD.</li> <li>9. CONTRACTOR IS TO REMOVE/SUPPORT/REPLACE ALL CULVERTS OR EXISTING UTILITIES.</li> <li>10. SAFE CONSTRUCTION PROCEDURES AND WORKING CLEARANCES ARE TO BE MAINTAINED AT ALL TIMES WHILE WORKING NEAR POWER LINES.</li> <li>11. CONTRACTOR IS TO PROTECT ALL MONUMENTS OR REPLACE IF DISTURBED.</li> <li>12. THE CONTRACTOR SHALL VERIFY ALL DIMESIONS BEFORE STARTING WORK AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES.</li> <li>13. THE CONTRACTOR SHALL SUBMIT SEWER BYPASS PUMPING PLAN TO THE ENGINEER PRIOR TO CONSTRUCTION</li> <li>14. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN SEWER FLOWS AT ALL TIMES.</li> <li>15. THE CONTRACTOR SHALL VIDEO INSPECT THE SEWER LINE PRIOR TO CONSTRUCTION AND POST CONSTRUCTION.</li> </ol> | <table border="0" style="width: 100%;"> <tr> <td style="padding-bottom: 10px;">PROPOSED SEWER LINE</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> <tr> <td style="padding-bottom: 10px;">EXISTING MANHOLE</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> <tr> <td style="padding-bottom: 10px;">EXISTING BUILDING OR STRUCTURE</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> <tr> <td style="padding-bottom: 10px;">EXISTING CURB &amp; GUTTER</td> <td style="text-align: center; vertical-align: middle;">=</td> </tr> <tr> <td style="padding-bottom: 10px;">EXISTING ASPHALT ROAD</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> <tr> <td style="padding-bottom: 10px;">EXISTING GRAVEL ROAD OR DRIVEWAY</td> <td style="text-align: center; vertical-align: middle;">/</td> </tr> <tr> <td style="padding-bottom: 10px;">EXISTING DITCH</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> <tr> <td style="padding-bottom: 10px;">EXISTING FENCE</td> <td style="text-align: center; vertical-align: middle;">*</td> </tr> <tr> <td style="padding-bottom: 10px;">EXISTING WATER METER</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> <tr> <td style="padding-bottom: 10px;">EXISTING VALVE</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> <tr> <td style="padding-bottom: 10px;">EXISTING FIRE HYDRANT</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> <tr> <td style="padding-bottom: 10px;">EXISTING POWER POLE</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> <tr> <td style="padding-bottom: 10px;">PROPERTY LINES</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> <tr> <td style="padding-bottom: 10px;">FIBER OPTIC LINE</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> <tr> <td style="padding-bottom: 10px;">GAS LINE</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> <tr> <td style="padding-bottom: 10px;">POWER LINE</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> <tr> <td style="padding-bottom: 10px;">SEWER LINE</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> <tr> <td style="padding-bottom: 10px;">WATER LINE</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> <tr> <td style="padding-bottom: 10px;">TELEPHONE LINE</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> <tr> <td style="padding-bottom: 10px;">STORM DRAIN</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> <tr> <td style="padding-bottom: 10px;">DITCH</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> <tr> <td style="padding-bottom: 10px;">IRRIGATION</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> <tr> <td style="padding-bottom: 10px;">PRESSURE IRRIGATION</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> <tr> <td style="padding-bottom: 10px;">IRRIGATION JUNCTION BOX</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> <tr> <td style="padding-bottom: 10px;">ELECTRICAL JUNCTION BOX</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> <tr> <td style="padding-bottom: 10px;">TELEPHONE PEDESTAL</td> <td style="text-align: center; vertical-align: middle;">—</td> </tr> </table> | PROPOSED SEWER LINE | — | EXISTING MANHOLE | — | EXISTING BUILDING OR STRUCTURE | — | EXISTING CURB & GUTTER | = | EXISTING ASPHALT ROAD | — | EXISTING GRAVEL ROAD OR DRIVEWAY | / | EXISTING DITCH | — | EXISTING FENCE | * | EXISTING WATER METER | — | EXISTING VALVE | — | EXISTING FIRE HYDRANT | — | EXISTING POWER POLE | — | PROPERTY LINES | — | FIBER OPTIC LINE | — | GAS LINE | — | POWER LINE | — | SEWER LINE | — | WATER LINE | — | TELEPHONE LINE | — | STORM DRAIN | — | DITCH | — | IRRIGATION | — | PRESSURE IRRIGATION | — | IRRIGATION JUNCTION BOX | — | ELECTRICAL JUNCTION BOX | — | TELEPHONE PEDESTAL | — |
| PROPOSED SEWER LINE  | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| EXISTING MANHOLE   | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| EXISTING BUILDING OR STRUCTURE   | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| EXISTING CURB & GUTTER   | =   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| EXISTING ASPHALT ROAD  | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| EXISTING GRAVEL ROAD OR DRIVEWAY   | /   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| EXISTING DITCH   | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| EXISTING FENCE   | *   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| EXISTING WATER METER   | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| EXISTING VALVE   | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| EXISTING FIRE HYDRANT  | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| EXISTING POWER POLE  | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| PROPERTY LINES   | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| FIBER OPTIC LINE   | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| GAS LINE   | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| POWER LINE   | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| SEWER LINE   | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| WATER LINE   | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| TELEPHONE LINE   | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| STORM DRAIN  | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| DITCH  | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| IRRIGATION   | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| PRESSURE IRRIGATION  | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| IRRIGATION JUNCTION BOX  | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| ELECTRICAL JUNCTION BOX  | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |
| TELEPHONE PEDESTAL   | —   |                     |   |                  |   |                                |   |                        |   |                       |   |                                  |   |                |   |                |   |                      |   |                |   |                       |   |                     |   |                |   |                  |   |          |   |            |   |            |   |            |   |                |   |             |   |       |   |            |   |                     |   |                         |   |                         |   |                    |   |

### DETAIL REFERENCE



IN TITLE

- |                         |   |
|-------------------------|---|
| PROPERTY LINES          | — |
| FIBER OPTIC LINE        | — |
| GAS LINE                | — |
| POWER LINE              | — |
| SEWER LINE              | — |
| WATER LINE              | — |
| TELEPHONE LINE          | — |
| STORM DRAIN             | — |
| DITCH                   | — |
| IRRIGATION              | — |
| PRESSURE IRRIGATION     | — |
| IRRIGATION JUNCTION BOX | — |
| ELECTRICAL JUNCTION BOX | — |
| TELEPHONE PEDESTAL      | — |

C:\2008\0805-040 AF 2008 Sewer Improvements\CADD Dwg\Sheet\400\_South\_Gen\_Notes.dwg

REV	DATE	BY	DESCRIPTION
REVISIONS			

SCALE
HORIZONTAL
NONE
VERTICAL
NONE

**WARNING**

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

# HORROCKS

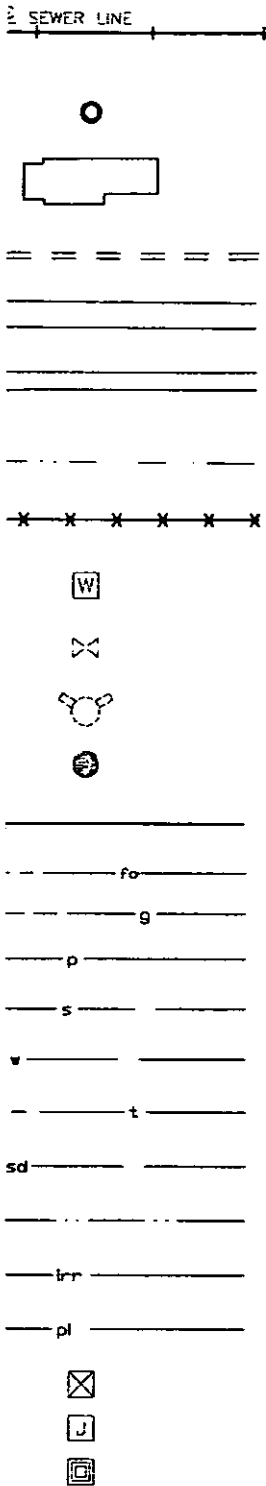
## ENGINEERS

2162 WE  
SUITE 4  
PLEASA  
(801) 76:

ND

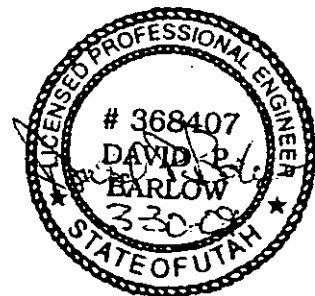
ABBREVIATIONS

PIPE ABBREVIATIONS



AC	ASPHALT CONCRETE PAVEMENT
CI	CAST IRON
C	CENTER LINE
CLR	CLEAR
CO	CLEANOUT
CONC	CONCRETE
CONST	CONSTRUCT
C.Y.	CUBIC YARD
d	DEPTH OF FLOW
D	DIAMETER OF PIPE
DIA	DIAMETER
DWG	DRAWING
E	EAST
EA	EACH
EL. ELEV	ELEVATION
ESMT	EASEMENT
EW	EACH WAY
EXIST	EXISTING
FM	FORCE MAIN
FRP	FIBERGLASS REINFORCED PLASTIC
FLC	FLANGE FITTING
FT	FOOT
FPS	FEET PER SECOND
HORIZ	HORIZONTAL
ID	INSIDE DIAMETER
" IN	INCH(ES)
INV	INVERT
LT	LEFT
MAX	MAXIMUM
MGD	MILLION GALLONS PER DAY
MFRS	MANUFACTURERS
MH	MANHOLE
MJ	MECHANICAL JOINT FITTING
N	NORTH, FRICTION FACTOR
N/A	NOT APPLICABLE
#, NO	NUMBER
NTD	NOTED
NTS	NOT TO SCALE
PERM	PERMANENT
OC	ON CENTER
OD	OUTSIDE DIAMETER
OH	OVERHEAD
R	PROPERTY LINE
PRWUA	PROVO RIVER WATER USERS ASSOCIATION
PVC	POLYVINYL CHLORIDE
Q	RATE OF FLOW
REINF	REINFORCEMENT, REINFORCING
REQD	REQUIRED
REV	REVISION
RT	RIGHT
R/W	RIGHT OF WAY
S	SOUTH, SLOPE
ST STL	STAINLESS STEEL
STD	STANDARD
STA	STATION
T.B.	THRUST BLOCK
TEMP	TEMPORARY
TBM	TEMPORARY BENCH MARK
TYP	TYPICAL
UBC	UNTREATED BASE COURSE
UNO	UNLESS NOTED OTHERWISE
UG	UNDERGROUND
V	VELOCITY
VERT	VERTICAL
W	WEST

PVC	POLYVINYL CHLORIDE PLASTIC PIPE
RCP	REINFORCED CONCRETE PIPE
VCP	VITRIFIED CLAY PIPE
CI	CAST IRON PIPE
HDPE	HIGH DENSITY POLYETHYLENE
DIP	DUCTILE IRON PIPE
CMP	CORRUGATED METAL PIPE



VE PARKWAY  
VE, UT 84062

800 SOUTH SEWER

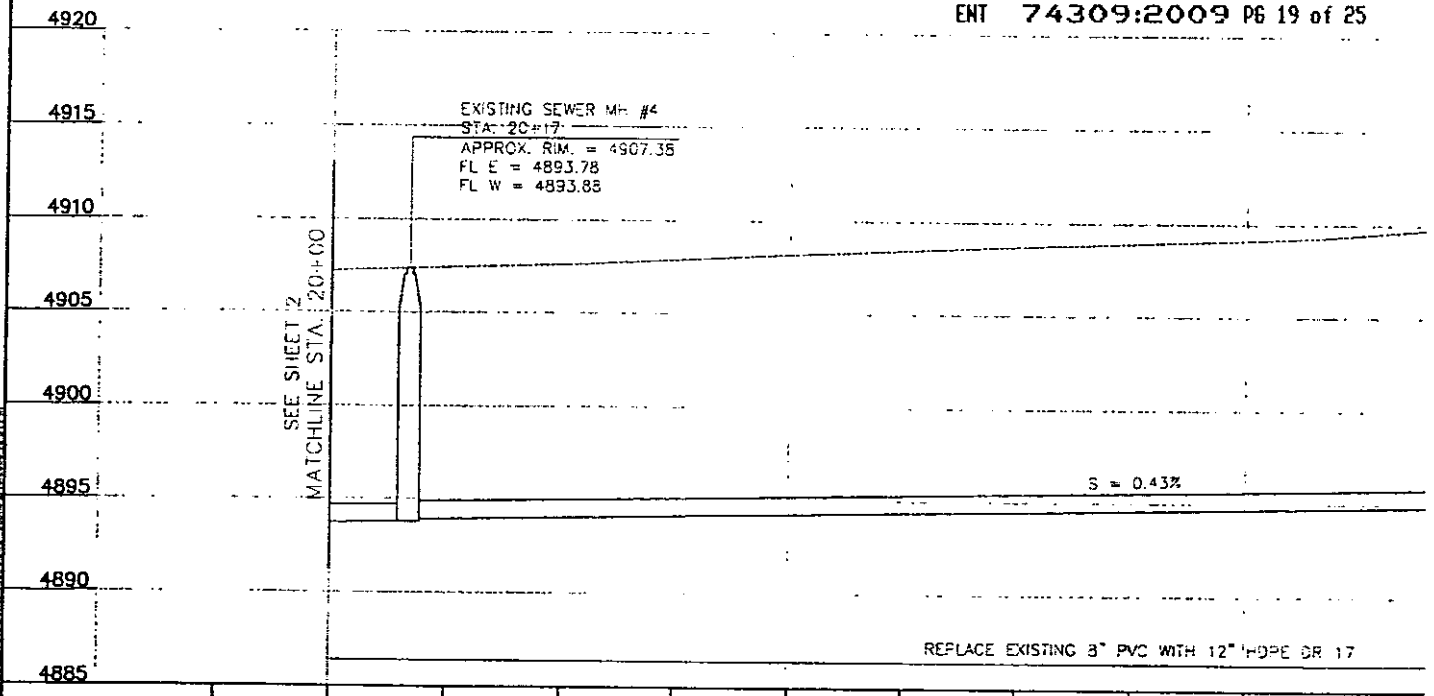
GENERAL NOTES

DESIGNED	DATE	PROJECT NO.
SAB	02/26/2009	0902-079
DRAWN	DATE	SHEET NO.
SAB	03/09/2009	2 of 7
CHECKED	DATE	DRAWING NO.
DPB	03/15/2009	G-1



SEE SHEET 2  
MATCHLINE STA. 20+00

ENT 74309:2009 P6 19 of 25



EXISTING SEWER MH #4  
STA. 20+17  
APPROX. RIM. = 4907.35  
FL E = 4893.78  
FL W = 4893.85

SEE SHEET 2  
MATCHLINE STA. 20+00

S = 0.43%

REPLACE EXISTING 8" PVC WITH 12" HDPE SR 17

4906.90	4907.22	4907.44	4907.62	4907.90	4908.20	4908.44	4908.70	4908.92	4909.12	4909.47
19+50	20+00				21+00					22+00

REV	DATE	BY	DESCRIPTION
REVISIONS			

SCALE

HORIZONTAL  
1" = 40'

VERTICAL  
1" = 10'

**WARNING**

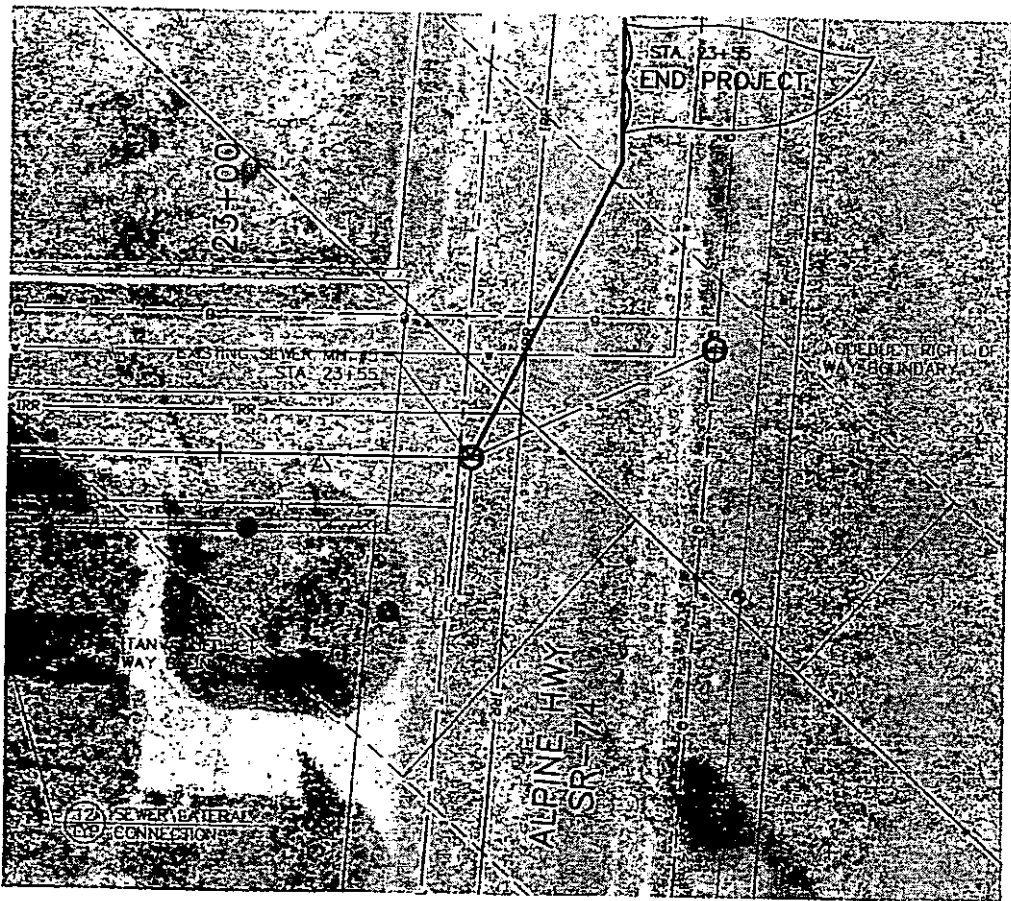
0 1 2

IF THIS BAR DOES NOT MEASURE 2" THEN DRAWING IS NOT TO SCALE

**HORROCKS**  
ENGINEERS

2162 Wt  
Suite 40  
Pleasant  
(801) 76

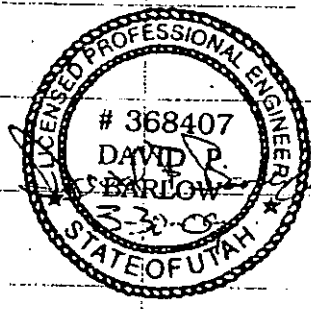
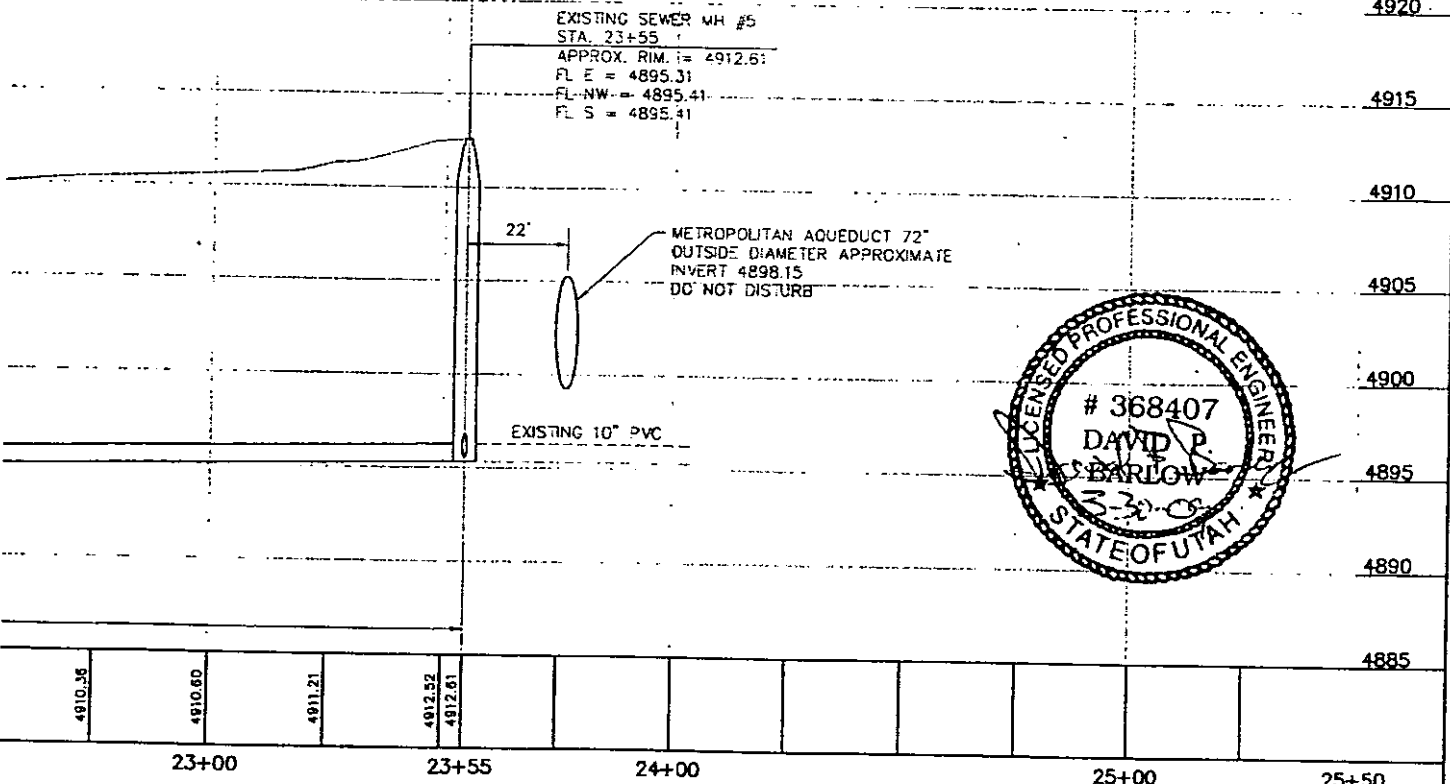
D:\2009\09\018\ASB\100\Bowl\Bowl\CA\005\Sheet\19.dwg - Rev. 01/11/2009 12:31:04



NOTES:

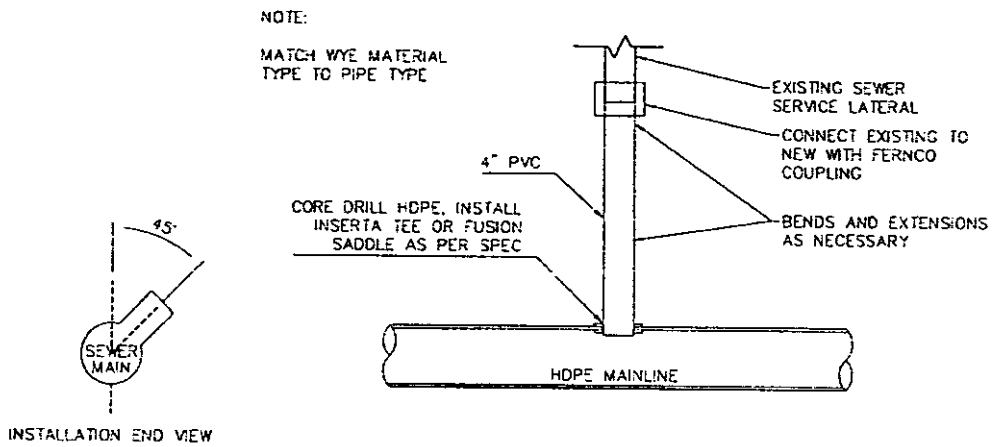
1. SEWER LATERAL LOCATIONS ARE APPROXIMATE NOTIFY BLUE STAKES BEFORE DIGGING.
2. SLOPES AND FLOW LINE ELEVATIONS ARE APPROXIMATE, MATCH EXISTING CONDITIONS.
3. PROTECT MANHOLES IN PLACE. CHIP-OUT MANHOLE FOR PIPE PLACEMENT. SEAL WITH GROUT AS NEEDED.
4. MAINTAIN TWO TRAFFIC LANES OPEN DURING CONSTRUCTION ACTIVITIES OR FLAG FOR ONE LANE TRAFFIC.
5. PEAK FLOW 150 GPM ANTICIPATED.
6. ALL EXISTING MANHOLES ARE 4 FOOT IN DIAMETER.
7. ALL MANHOLES DAMAGED DURING CONSTRUCTION WILL BE REPLACED WITH 5 FOOT MANHOLES.

ENT 74309:2009 P6 20 of 25  
4920



	23+00	23+55	24+00	25+00	25+50
	800 SOUTH SEWER				
	PLAN & PROFILE SHEET 20+00 TO 23+55				
	DESIGNED SAB	DATE 02/26/2009	PROJECT NO. 0902-079		
	DRAWN BDR	DATE 03/09/2009	SHEET NO. 5 of 7		
	CHECKED DPB	DATE 03/15/2009	DRAWING NO. PP-3		





12 SERVICE LATERAL RECONNECTION  
TYP SCALE: NONE



VE PARKWAY  
VE, UT 84062

800 SOUTH SEWER

TYPICAL DETAILS

DESIGNED SAB	DATE 02/26/2009	PROJECT NO. 0902-079
DRAWN SAB	DATE 03/09/2009	SHEET NO. 6 of 7
CHECKED DPB	DATE 03/15/2009	DRAWING NO. D-1

EXHIBIT B  
INSURANCE/BOND REQUIREMENTS

**"EXHIBIT B"****INSURANCE AND BOND REQUIREMENTS FOR  
PARTIES ENTERING INTO ENCROACHMENT AGREEMENTS WITH  
METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY****A. MINIMUM LIMITS OF INSURANCE**

Applicant and all of Applicant's contractors and all subcontractors of Applicant'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:** \$1,000,000 per occurrence, \$2,000,000 aggregate.
3. **AUTOMOBILE LIABILITY:** \$1,000,000 per occurrence, "Any Auto" coverage required.
4. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:** 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 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 Applicant 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:

## 1) General Liability and Automobile 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 rights of way. 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 Applicant, Applicant'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 Applicant'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**

Applicant and all of Applicant's contractors and all subcontractors of Applicant's contractors shall furnish District with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

### **G. APPLICANT STRICTLY LIABLE FOR COMPLIANCE OF CONTRACTORS**

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