

Metropolitan Water District of Salt Lake & Sandy  
Board Packet Information  
Last Update: April 13, 2011

**Agenda Item:**

Consider approval of award of construction contract for the Little Cottonwood Water Treatment Plant HVAC Lab Area Improvements Project.

**Objective:** Seek Board approval of award of construction contract for HVAC Lab Area Improvements Project.

**Background:** There are numerous deficiencies within the District's Laboratory HVAC system. The improvements of this project will protect Laboratory, Security, and SCADA equipment from overheating as well as providing staff with a comfortable working environment year round.

Advertisement for a notice inviting bids for the HVAC Lab Area Improvements Project ran in local newspapers (Salt Lake Tribune & Deseret News) on April 3 and April 6, 2011 and was available on the District's website beginning April 4, 2011. The bid opening was held on Wednesday, April 13, 2011.

Two bids were received:

- |                                   |              |
|-----------------------------------|--------------|
| 1. Chad Husband Construction, Inc | \$113,061.00 |
| 2. Veritas Inc.                   | \$113,210.00 |

The engineer's estimate for this project is \$115, 000.00. There is sufficient budget for this project.

**Committee Activity:** The Engineering Committee met on April 11, 2011 prior to the bid opening. The project status was discussed briefly and the Committee agreed that award of the contract should be approved by the Board of Trustees.

**Recommendation:** Staff recommends approval of award of a construction contract to Chad Husband Construction, Inc. in the amount of \$113,061.00 for the Little Cottonwood Water Treatment Plant HVAC Lab Area Improvements Project.

Metropolitan Water District of Salt Lake & Sandy  
Board Packet Information  
Last Update: April 13, 2011

**Agenda Item:**

Consider approval of changes to chapter 16 of the District's Policies and Procedures (P&P)

**Objective:** Seek Board authorization to changes in chapter 16 of the P&P.

**Background:** Chapter 16 of the P&P, Regulations for Non-District Use of the Salt Lake Aqueduct and Point of the Mountain Aqueduct Rights of Way, was developed in 2006 in preparation to receiving title transfer to the Salt Lake Aqueduct. These regulations govern staff in managing the uses and activities within the rights of way. These regulations are frequently reviewed and on occasion changes are made to add clarity.

The core of the changes recommended at this time encompasses language describing the District's overarching goals in managing, protecting and overseeing the District's rights of way. These changes promote clarity to the importance of the regulations.

**Committee Activity:** The Engineering Committee has met and discussed, at three separate Engineering Committee Meetings, changes to chapter 16 of the P&P. Discussions were heard on March 3<sup>rd</sup>, March 21<sup>st</sup>, and April 11<sup>th</sup>. On April 11<sup>th</sup>, the Engineering Committee voted favorably to the changes in chapter 16 of the P&P and recommends the changes to the full Board for approval.

**Recommendation:** Engineering Committee and staff recommend approval of the changes to chapter 16 of the P&P.

**CHAPTER 16**  
**REGULATIONS FOR NON-DISTRICT USE OF**  
**SALT LAKE AQUEDUCT AND**  
**POINT OF THE MOUNTAIN AQUEDUCT**  
**RIGHTS OF WAY**

Last Updated: [March 7, 2011 \(Proposed\)](#)

Deleted: June 14, 2010

*PREFACE*

*This chapter of the P&P contains regulations governing the use of the Salt Lake Aqueduct (SLA) and Point of the Mountain Aqueduct (POMA) rights of way, construction, excavation, removal and/or placement of materials, or other earth work, on SLA and POMA rights of way, and construction near enough to SLA and POMA rights of way to potentially adversely impact those rights of way, by persons or entities other than the District.*

**16-1 GENERAL BACKGROUND**

(1) SLA. The SLA is critical to the water supply of Salt Lake City's retail water service area, Sandy City's retail water service area, and other areas of Salt Lake County and Utah County. The U.S. Department of the Interior, Bureau of Reclamation (Reclamation) designed and constructed the SLA under authority of the Reclamation Act of 1902 and the Public Works Administration Appropriation Act of 1938. Since 1938, the District has been responsible for the operation and maintenance of the SLA, has been repaying to the United States all costs incurred in constructing the SLA, and has been entitled to the use of the SLA. Pursuant to the Provo River Project Transfer Act, Pub.Law. 108-382, and a title transfer agreement among the District, the Provo River Water Users Association and the United States, title to the SLA was transferred to the District on October 2, 2006.

(2) POMA. POMA is a pipeline and associated facilities constructed by the District to convey water to the District's member cities. The District owns POMA facilities and is responsible for the operation and maintenance of all POMA facilities. POMA is critical to the water supply of Salt Lake City's retail water service area, Sandy City's retail water service area, and other areas of Salt Lake County and Utah County.

(3) The intent of this Chapter is to provide guidelines and authorization to staff for the licensing of uses of District corridors. Licenses should reasonably accommodate other uses of District corridors so long as it is clear that such uses will not materially interfere with the District's interests in the use, operation, maintenance, repair and replacement of District facilities. The District desires:

- to maintain its ability to have necessary, proper, and timely access to the corridors as well as the pipes and any related structures;

- to minimize the costs to the public by providing for reasonable constructability for future repair and replacement projects;
- to minimize costs to the public by avoiding litigation;
- to minimize the exposure to liability claims;
- to provide adequate security; and,
- to enter into written agreements with Affected Property Owners to outline the obligations of the District and the Affected Property Owners.

The District's intent is to implement these objectives and provide these protections in a fair, timely, and reasonable manner. Except as otherwise directed by the Board, fees for licenses should be reasonably calculated to generally recover direct and indirect District costs associated with evaluating, approving, and administering such licenses. The Engineering Committee or Board may authorize licenses in addition to those the staff is authorized to issue by this chapter, or make exceptions to the regulations, where doing so would serve the interests of the District and the public.

## 16-2 GENERAL INTENT OF REGULATIONS

(1) District Assumption of Reclamation Agreements. Reclamation has historically provided, by agreement, Affected Property Owners, and others, the right to use portions of the SLA right of way pursuant to 43 United States Code, Section 387; 43 Code of Federal Regulations, Part 429, and Reclamation Manual/Directives and Standards LND 08-01. As a condition of title transfer, the District assumes all of the rights and responsibilities of Reclamation under validly existing Reclamation agreements for use of the SLA right of way.

Deleted: underlying fee owners, adjoining landowners,

(2) District's Proprietary and Regulatory Interests. Portions of the SLA and POMA rights of way are held in fee, and portions are held under easement. Portions of the POMA right of way are located under roads or city parks pursuant to license or franchise agreements. The application of these regulations will necessarily vary depending upon the nature of the ownership interest of the District. Regardless of the nature of the District's ownership interest in the right of way, the District has regulatory authority as a subdivision of the State of Utah to protect District facilities.

(3) Fair Market Value of Use of District Fee Lands. The District is generally obligated by state law to charge fair market value for use of fee lands. *E.g., Salt Lake Co. Comm'n v. Salt Lake Co. Attorney*, 985 P.2d 899 (Utah 1999); *Municipal Building Authority of Iron Co. v. Lowder*, 711 P.2d 273 (Utah 1985); *Sears v. Ogden City*, 533 P.2d 118 (Utah 1975). The District's policy is that it will make reasonable efforts to comply with this requirement, and also reasonably recover the estimated actual costs to the District of processing and administering Encroachment Agreements, but will otherwise attempt to minimize charges.

(4) SLA Rights Reserved by the United States. Pursuant to the Provo River Project Transfer Act, Pub.Law. 108-382, and a title transfer agreement among the District, the Provo River Water Users Association and the United States, the United States transferred the title of the SLA to the District and the United States reserved an easement for the continued, lawful, non-motorized public access across the SLA to adjacent public lands. The United States also reserved an easement for Central Utah Project facilities within Utah County. All uses of the SLA right of way are subject to these easements. The District's General Manager may deny a new or renewed encroachment agreement if the District or other agency has any outstanding encroachment issues with the applicant or related persons or entities.

(5) Security. The SLA and POMA are critical public infrastructure, and as such the use of SLA and POMA rights of way will be subject to federal, state, local and District statutes, regulations, rules, ordinances, policies and procedures designed to protect public health, safety and welfare.

(6) Non-motorized Public Trail Development. The District believes that public, non-motorized recreational trail use of portions of the SLA and POMA rights of way can be developed in a manner that does not adversely impact the security of the SLA or POMA, and does not adversely impact the District's ability to use, operate, repair, inspect, maintain or improve SLA or POMA facilities. The District may allow such recreational trail development.

(7) Non-licensed Encroachments. The District may periodically review its rights of way to identify non-licensed encroachments. The District may take action to remove such encroachments or bring encroachments in compliance with these regulations, including payment of all required fees and charges as applicable.

### 16-3 DEFINITIONS

(1) "Affected Property Owner" – A person or entity who is an underlying fee owner, adjoining landowner, and/or someone who holds a property interest that is in some reasonable manner related to a property interest of the District.

(2) "Applicant" - A person or entity who applies for issuance of an Encroachment Agreement by the District.

(3) "District" - The Metropolitan Water District of Salt Lake & Sandy.

Deleted: 2

(4) "Encroachment Agreement" - The Agreement issued to a Grantee who has successfully completed the application process.

Deleted: 3

(5) "Grantee" - The person or entity applying for and receiving an Encroachment Agreement from the District for use of SLA or POMA rights of way. Any

Deleted: 4

reference in these regulations to “Grantee” should also be interpreted as referring to Grantee’s contractors, subcontractors, employees, agents or representatives.

(6) “Hazardous Materials” include:

Deleted: 5

(a) Those substances included within the definitions of “hazardous substances”, “hazardous materials”, “toxic substances”, or “solid waste” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901, et seq., the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1981, et seq., and the regulations promulgated pursuant to such statutes.

(b) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the United States Environmental Protection Agency as hazardous substances (40 CFR Part 302 and amendments thereto).

(c) Such other substances, materials and wastes which are or become regulated or which are classified as hazardous or toxic under federal, state, or local laws, statutes, ordinances or regulations. This does not include public sewers.

(7) “POMA” or “Point of the Mountain Aqueduct” - A large transmission pipeline that provides municipal and industrial water to the District’s member cities. The District owns, operates and maintains POMA.

Deleted: 6

(8) “Reclamation” or “Bureau of Reclamation” - A bureau of the United States Department of the Interior that designed and constructed the SLA and originally held title to the SLA.

Deleted: 7

(9) “SLA” or “Salt Lake Aqueduct” - The SLA is a large transmission pipeline that provides municipal and industrial water to the District’s member cities. Title to the SLA was transferred to the District on October 2, 2006 pursuant to the Provo River Project Transfer Act, Pub. Law. 108-382, and a title transfer agreement among the District, the Provo River Water Users Association and the United States.

Deleted: 8

#### 16-4 WRITTEN ENCROACHMENT AGREEMENT REQUIRED

(1) Vehicle Access. Except where SLA or POMA is located under a validly existing public road, street or highway, a valid Encroachment Agreement is required for any vehicle access on or over the SLA or POMA. Weight restrictions for SLA and POMA pipe must be strictly observed.

(2) Excavation, Earthwork, Construction, Etc. Any excavation, removal of material, placement of material or other earth work, or construction work on SLA or

POMA rights of way where the District holds fee title or easement requires a valid Encroachment Agreement.

(3) Improvements to Previously Approved Encroachments. Any improvement to a previously approved encroachment on District rights of way requires a new Encroachment Agreement.

(4) Form of Encroachment Agreement. Encroachment Agreements shall be specifically tailored to reflect the proposed use by the Grantee and, therefore, may contain terms, conditions and/or limitations that are not reflected in previous or sample Encroachment Agreements. The District's General Manager is authorized to execute Encroachment Agreements that are consistent with these regulations and applicable law on behalf of the District. All activities conducted on SLA or POMA rights of way pursuant to an Encroachment Agreement shall be in strict conformity with these regulations.

(5) Encroachment Agreement Time Periods. The Encroachment Agreement is valid for the time period specified in the Encroachment Agreement. The maximum time period for an Encroachment Agreement is 25 years if the Encroachment Agreement is issued to a public agency or utility. If the Encroachment Agreement is issued to a private organization or home owner, the maximum time period is 15 years.

(6) Encroachment Agreement Renewal. At the end of the effective time period, the Grantee shall remove the encroaching facility or renew the Encroachment Agreement. The Grantee shall pay all required fees and charges as applicable to renew the Encroachment Agreement.

(7) Grantees Responsible for Employees, Contractors. Grantees are strictly liable for failure of their employees, agents, contractors or subcontractors to perform in strict conformity with the Encroachment Agreement and these regulations.

(8) Public Use of District Rights of Way. Use of District rights of way by the public will not be permitted without a separate easement agreement requested by the Grantee and granted by the District prior to issuance of the Encroachment Agreement.

#### **16-5 APPLICATION PROCEDURES, FEES**

The District's General Manager is authorized to develop application forms, instructions, and procedures to guide the Grantee through the application process. The District's Board of Trustees shall adopt a fee schedule for application fees, processing fees, right of use fees, and any other fees consistent with these regulations. The Board may delegate to the General Manager the ability to establish appropriate fees for use of fee title lands. Fees for use of fee title lands may be waived in whole or in part by the General Manager to the extent that the licensed use is determined to be beneficial to the District (e.g., landscaping is developed and maintained by others).

## 16-6 GENERAL REQUIREMENTS

(1) Service Interruption. The SLA and POMA are pipelines that remain in service year-round and are critical to the water supply of hundreds of thousands of people. **Service interruptions of either the SLA or POMA must be expressly authorized by the District's General Manager, and are not permitted except in very extraordinary circumstances.** Unauthorized interruptions to pipeline service of the SLA or POMA will not be tolerated and could result in the responsible party paying any and all incidental and consequential damages including, but not limited to:

- (a) Lost revenue from water sales;
- (b) Engineering personnel time;
- (c) Operation and maintenance personnel time;
- (d) All costs required to return the affected pipeline back to its full service capacity;
- (e) Any costs incurred by the District's member cities that are over and above the normal costs associated with the affected pipeline;
- (f) The value of the water which could not be used due to the interruption; and
- (g) Third party claims tied to lack of water.

**Unauthorized interruptions of service will likely result in criminal and civil actions, particularly if determined to be willful or negligent. The District will participate in, and direct vigorous enforcement activities against, any persons who cause, or who are associated with causing, any unauthorized interruptions in service of the SLA or POMA.**

(2) Contamination of Water Supply. Water conveyed by the SLA and POMA is used in a municipal and industrial water supply. The Grantee shall not introduce pollutants or place foreign materials of any kind in water conveyance facilities. In the event of a hazardous material spill, or if there is any release of materials into the water that may affect the operation of the SLA or POMA, the Grantee shall notify the District immediately.

(3) Prior Notice

(a) Following the issuance of an Encroachment Agreement, the Grantee shall invite the District to any Pre-Construction Meeting.

(b) The Grantee shall contact the District either in writing or by phone at least one week in advance of any planned test excavation or construction activities within District rights of way.

(4) Construction Activities

(a) The Grantee shall designate a representative for field operations who shall be the sole representative of the Grantee and the Grantee's contractors in dealings with the District, and shall provide their name, address, email address, and telephone number to the District prior to commencement of construction.

(b) The Grantee shall limit its construction to the approved encroaching facilities and construct the improvements strictly in accordance with the approved plans or specifications.

(c) The Grantee shall notify the District upon completion of construction.

(d) Within sixty (60) days after conclusion of construction operations, all construction materials and related litter and debris, including vegetative cover accumulated through land clearing, shall be disposed of in an appropriate manner.

(5) Storage of Equipment or Materials. Equipment or materials shall not be stored on access roads, or other access areas, unless specific written approval is given by the General Manager. All persons or entities using access roads shall coordinate with the District to allow District personnel access to any access roads.

Deleted: District.

(6) Hazardous Materials, Pesticides, Pollutants

(a) Storage, handling, use, or transportation of hazardous materials is strictly forbidden on or adjacent to any District right of way without the prior written permission of the General Manager. All state, federal and local statutes, rules, regulations and ordinances concerning the use of hazardous materials, insecticides, herbicides, fungicides, rodenticides, and other similar substances shall be strictly observed.

Deleted: District.

(b) Prior to the use of hazardous materials, insecticides, herbicides, fungicides, rodenticides, and other similar substances on or adjacent to District rights of way, the Grantee shall obtain, from the General Manager, approval of a written plan for such use. The plan shall state the type and quantity of material to be used, the pest to be controlled, the method of application, and such other information as may be required. All use of such substances on or near the District rights of way shall be in accordance with the approved plan. If the use of a substance is prohibited by the Environmental Protection Agency, it shall not be used. If use of a substance is limited by the

Deleted: District

Environmental Protection Agency, it shall be used only in accordance with that limitation.

(7) Vegetation, Restoration and Reseeding

(a) Except as otherwise agreed by the District in writing, ground surfaces within District rights of way must be restored by the Grantee to a condition equal to that which existed before the encroachment work began, or as shown on the approved plans or specifications.

(b) The Grantee shall exercise care to preserve the natural landscape and shall conduct its construction operation so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works, all trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage that may be caused by the Grantee's construction operations and equipment unless otherwise directed by the District. Movement of crews and equipment within the rights of way and over routes provided for access to the work shall be performed in a manner to prevent damage to roadways, grazing land, crops, or property.

(c) Plans for restoration of District rights of way areas where soils and surface materials are disturbed through actions incident to construction, operation, and maintenance shall be approved by the District.

(d) The Grantee shall be responsible for prevention and suppression of all uncontrolled fires that are caused by the Grantee, its agents, or assigns. The Grantee shall be responsible for restoration of damaged areas.

(8) Damage to District Facilities. All damage to District facilities shall be repaired by the Grantee to the satisfaction of the District. If emergency repair work is necessary, or the Grantee fails to complete all work covered by the applicable agreement with the District in a reasonable time as determined by the District, any remaining or incomplete work will be performed by the District and the Grantee will be required to reimburse the District for all expenses incurred by the District in completing the work.

(9) Unanticipated Conditions. If unanticipated field conditions are encountered while a project is being undertaken, the District reserves the right to impose additional or more stringent requirements than may be generally described in this Chapter 16. The District may also issue a written amendment to the Encroachment Agreement or cancel the Encroachment Agreement.

(10) Record Drawings. Within 30 days of completion of construction, the Grantee shall provide to the District three (3) copies of record drawings. The record drawings shall include, but not be limited to, X,Y,Z, GPS coordinates of District facilities, utility crossings, manholes, drains, power poles, etc. A topographic survey

shall be completed to document any changes to grade. Electronic files of record drawings shall be submitted to the District in a format acceptable to the District.

## 16-7 PROTECTION STANDARDS

### (1) Surface Structures

(a) Surface structures are allowed within District rights of way so long as construction and use of those surface structures do not alter or interfere with the use, operation, maintenance, repair, replacement or improvement of any District facilities. Approved surface structures include roadways (without utilities), curbs, gutters, sidewalks, walkways, and driveways that are non-reinforced and not connected to buildings. All surface structures are subject to approval by the District on an individual basis.

Deleted: asphalt

Deleted: parking lots,

Deleted: and patios

(b) Surface structures located over District pipelines shall be designed to meet maximum allowable loading restrictions and minimum cover requirements as determined by the District.

(c) Except as otherwise expressly agreed in writing by the District, if the District determines that it is necessary to remove or damage surface structures for the use, operation, maintenance, repair, replacement, or improvement of any District facilities, repair or replacement of the removed or damaged surface structures will be the responsibility of the Grantee and its successors.

(2) Buildings, Other Structures. Buildings, structures, devices, features, and other encumbrances are not allowed to be constructed within or overhanging District rights of way. The list of prohibited items includes, but is not limited to, the following: buildings, footings, foundations, retaining walls, block walls, concrete slab walls, decks, carports, trailers, light poles, flag poles, trampolines, motor cross facilities, power poles, swimming pools, wading pools, ponds, decorative pools, and water features.

Deleted:

Deleted: permanent structures

Deleted: types of structures are not allowed:

Deleted: or

Deleted: or

Deleted: or ponds

Deleted: or similar

Deleted: Other types of permanent structures not listed will be evaluated by the District for approval.

### (3) Vehicle Access Weight Restrictions

(a) No vehicular traffic will be allowed over Type A SLA pipe unless adequate protection is provided and specifications approved by the District. No vehicular traffic exceeding HS-20 loading will be allowed over Type B, C, and D SLA pipe unless adequate protection is provided and specifications approved by the District.

(b) No vehicular traffic exceeding HS-20 loading will be allowed over the POMA unless adequate protection is provided and specifications approved by the District.

### (4) Reasonable and Efficient District Access

(a) The District shall have reasonable and efficient access to all portions of District rights of way and facilities. No fences or similar barrier will be allowed within District rights of way except as consistent with these regulations.

(b) Except for District purposes, installation of new or replacement fences is not allowed on District fee title property. Existing fences, previously authorized by agreement prior to October 2, 2006, on or across District fee title property may, by written agreement, remain until District activities require removal. Other uses of District fee title property will be allowed as set forth in other sections of this chapter of the P&P. Fences without footings or foundations may be allowed on property encumbered by District easements on a case by case basis. Concrete walls and masonry block walls will not be allowed. Grantee shall permit reasonable and efficient access to enclosed portions of District rights of way.

(c) Fences enclosing District structures or rights of way shall provide gated openings large enough to permit reasonable and efficient access by District maintenance vehicles without damaging the fence and improvements of the District rights of way user. Grantee shall allow District to install District locks on access gates.

(d) All fences within District rights of way are subject to removal by District as required to maintain or replace pipe or structures. Except as otherwise expressly agreed in writing by the District, removal and replacement of fences shall be the responsibility of the Grantee and its successors.

(5) Trees and Vines

(a) No new trees or vines will be allowed within District rights of way. Existing trees and vines within 20 feet of centerline of District pipelines or on access paths and roads used by District are not allowed. Existing trees and vines outside 20 feet of centerline of District pipelines or on access paths and roads used by District may remain until removal is required for safe operation or replacement of the pipeline or access paths and roads at the sole discretion of the District.

(b) All vegetation within the District rights of way shall be maintained by the property owner or Grantee, as the case may be. All vegetation within District rights of way is subject to removal by District. ~~Except as otherwise expressly agreed in writing by the District, removal and replacement of vegetation shall be the responsibility of the Grantee and its successors.~~

**Deleted:** as required to maintain or replace pipe or structures

(6) Changes in Ground Surfaces, Lateral Support

(a) All temporary or permanent changes in ground surfaces within District rights of way are encroaching structures and require an encroachment agreement. Grantee is required to comply with District requirements for minimum and maximum depths of cover over the SLA and POMA.

(b) Any fills and cuts on properties adjacent to District rights of way shall not encroach onto District rights of way without specific written prior approval by the District. Modifications of properties adjacent to District rights of way shall not reduce lateral support for District rights of way without specific written prior approval by the District.

(7) Drainage From or Onto District Rights of Way. Existing gravity drainage over and from District rights of way must be maintained at all times. Any erosion from construction, operation, maintenance or use activities must be controlled at all times. No new concentration of surface or subsurface drainage may be directed onto or under the District rights of way without a showing of adequate provisions for removal of drainage water, and the specific prior written approval of the District.

(8) Test Excavation. Prior to final design of any structure that encroaches within District rights of way, an excavation must be made to determine the location of existing District facilities. Any such excavation must be made only by, or in the presence of, authorized District personnel.

(9) Bedding for pipe or other District facilities, Compaction. Grantee is required to comply with District requirement related to bedding of pipe and other District facilities and compaction requirements.

(10) Metallic Strip. Any nonmetallic encroaching structure below ground level shall be accompanied with an approved locator wire running through the entire length of the District right of way.

(11) Utility Crossings

(a) Utility crossings of District rights of way will require an encroachment agreement on an individual basis. All applicable state, city, and county regulations shall be adhered to in the construction of utilities. Where utilities will be constructed by or for a developer, but dedicated to a municipality or other local governmental entity or regulated public utility, the District will require the Encroachment Agreement to be signed by that municipality or other local governmental entity or regulated public utility.

(b) All utility crossings shall provide a minimum of eighteen (18) inches of clearance between pipeline or conduit and the SLA or POMA. All sewer lines

shall be installed in a carrier pipe extending a minimum of 25 feet each side of SLA or POMA centerline, as directed by the District. All culinary pipeline crossings under the SLA or POMA shall be installed in a carrier pipe extending a minimum of 25 feet each side of SLA or POMA centerline, as directed by the District. Carrier pipes shall consist of either welded steel pipe or welded HDPE. Coating, lining and thickness of carrier pipes shall be approved by the General Manager.

Deleted: District

(c) Angles of crossing utilities shall be 90 degrees in relation to the SLA or POMA whenever practicable, and not less than 60 degrees. Parallel utilities are not allowed within District rights of way.

(d) Metal pipes which are in close proximity to and may affect District pipelines shall implement corrosion protection measures that provide adequate protection of the District's pipelines.

(e) Boring of utility crossings may be required by the District. Decisions will be made on an individual basis.

(f) If material from the excavation is not suitable as backfill, it shall be removed from the site by and at the expense of the Grantee.

(g) Any buried utility shall be accompanied with warning tape. This tape shall be located 12 inches above the structure and extend from right of way edge to right of way edge.

## 16-8 APPEALS

Any decision of the General Manager regarding District rights of way may be appealed to the Engineering Committee. All appeals shall be in writing explaining the reasons for the appeal. In order for appeals to be considered by the Engineering Committee, the written appeal must be received within 30 days following receipt of the decision of the General Manager and at least 10 business days prior to the next scheduled Engineering Committee meeting. Replies will be answered in writing. Any decision of the Engineering Committee regarding District rights of way may be appealed to the District's Board of Trustees. All appeals shall be in writing explaining the reasons for the appeal. In order for appeals to be considered by the District's Board of Trustees, the written appeal must be received within 30 days following receipt of the decision of the Engineering Committee and at least 10 business days prior to the next scheduled Board of Trustees meeting. Replies will be answered in writing.

Metropolitan Water District of Salt Lake & Sandy  
Board Packet Information  
Last Update: April 13, 2011

**Agenda Item:** Consider approval of fee waiver for Sandy City

**Objective:** Consider waiver of fee for Sandy City for a storm drain utility crossing next to the Point of the Mountain Aqueduct (near the intersection of Falcon Way and Highland Drive). The amount of the fee waiver is \$2000.00 based on the current District fee schedule).

**Background:** Per the FY 2011 budget fee schedule, fees may be waived only at the discretion of the Board of Trustees.

Sandy City is replacing and upgrading an aged pipeline that carries storm water and irrigation water. This line pre-dated the Point of the Mountain Aqueduct (POMA). In addition, the District entered into a "Non-exclusive Pipeline Right-of-way and Easement Agreement" with Sandy City at the time POMA was constructed. Since the replacement pipeline pre-dated POMA and the fact that POMA was allowed in Sandy City streets pursuant to agreement, Sandy City is requesting that the fee be waived.

**Committee Activity:** This topic was discussed at the most recent Engineering Committee meeting. The short term resolution of this matter was to have Sandy City submit a request for a waiver of the fees for this particular utility crossing and any future crossings that involve pre-existing, Sandy City-owned utilities that are governed by the above-mentioned agreement .

**Staff recommendation:** Based on the timing of the construction of POMA as it relates to the pre-existing pipeline and the scope of the POMA-related agreement, approval of the fee waiver is recommended.

Further, in their written request for the waiver, Sandy City suggested that the District consider the need for licensing agreements and associated fees when the facilities involved are owned by a member city. Staff recommends that this topic be discussed and considered by the Engineering Committee at an upcoming meeting.

**Engineering Committee  
Reporting Items  
April 18, 2011**

1. Project Contracts, Task Orders, and Change Orders
  - a. Action items (recommendations to Board of Trustees):
    - i. None.
  - b. Action items (consider acceptance by Engineering Committee):
    - i. None.
  - c. Reporting Items (approved by General Manager):
    - i. Terminal Reservoir Replacement Project (TR003) - \$25,530 to Bowen Collins & Associates to add to the scope of the design for pigging facilities and security control systems design; the addition of bid phase services and the deduction of the scope of work related to the 10 MG reservoir (Additional Services Request #2).
2. Licensing program:
  - a. Salt Lake Aqueduct – considered appeals
    - i. Comcast
    - ii. Qwest
  - b. Considered recommendation of changes to FY 2012 fee schedule.
  - c. Report on completed license agreements
  - d. Report on survey projects
  - e. Distributed packet for upcoming appeal.
3. Capital Project Report
4. Reviewed FY 2012 capital improvement budget
5. Approved Engineering Committee meeting minutes dated March 21, 2011
6. Tour of Provo Reservoir Canal Enclosure Project

# Metropolitan Water District of Salt Lake & Sandy CAPITAL PROJECT REPORT

March 2011

Last Updated: April 7, 2011

## Capacity Improvement Projects

### Owner Controlled Insurance Program

**Project Data:**

<b>Owner Controlled Insurance:</b>	Liberty Mutual
<b>Date Program Began:</b>	October 2003
<b>Final Obligation Date:</b>	December 30, 2010
<b>Budget (FY11):</b>	\$75,000.00
<b>Invoiced FY11:</b>	\$68,713.81

**Diane Richards (GL)**

## Routine Non-Capacity Improvement Projects

### Terminal Reservoir Replacement Project – Final Design

**Project Data:**

<b>Design Engineer:</b>	Bowen, Collins & Associates
<b>Contractor:</b>	N/A
<b>Notice to Proceed:</b>	November 30, 2009
<b>Substantial Completion Date:</b>	N/A
<b>Final Completion Date (Design):</b>	June 30, 2011
<b>Estimated Project Cost:</b>	\$33,500,000.00
<b>Engineering Contract Amount:</b>	\$699,850.00
<b>Engineering Change Orders:</b>	\$9,900.00
<b>Construction Contract Amount:</b>	\$32,602,179.00 (begin FY2016)
<b>Construction Change Orders:</b>	N/A
<b>Project Total:</b>	\$33,311,929.00
<b>Percent Change Orders:</b>	0.03%

Engineer continues to make progress towards the 90% submittal. Staff to add to the scope of work the design of pigging retrieval facilities and security control systems. Advertisement to prequalify General Contractors for the project to begin April 15<sup>th</sup>. A progress report/presentation is planned for the 05.04.2011 Engineering Committee meeting.

### Little Cottonwood Water Treatment Plant – Site Support Heating, Ventilation, and Air Conditioning Lab Area Improvements Project

**Project Data:**

<b>Design Engineer:</b>	Staff, Heath Engineers
<b>Contractor:</b>	n/a
<b>Notice to Proceed:</b>	n/a
<b>Substantial Completion Date:</b>	n/a
<b>Final Completion Date:</b>	TBD
<b>Estimated Project Cost:</b>	\$547,400.00
<b>Engineering Contract Amount:</b>	\$32,000.00
<b>Engineering Change Orders:</b>	\$3,000.00
<b>Construction Contract Amount:</b>	n/a
<b>Construction Change Orders:</b>	n/a
<b>Project Total:</b>	\$35,000.00
<b>Percent Change Orders:</b>	0.55%

The HVAC Lab Area Improvements project is to bid in April with the Bid opening scheduled for April 13<sup>th</sup>. Construction to begin in May and be complete by June 30, 2011.

## Utah Lake Pump Station Replacement Project

### Project Data:

<b>Design Engineer:</b>	Bowen, Collins & Associates
<b>Contractor:</b>	n/a
<b>Notice to Proceed:</b>	n/a
<b>Substantial Completion Date:</b>	n/a
<b>Final Completion Date:</b>	October 2012 - expected
<b>Estimated Project Cost:</b>	\$8.5 million (unconfirmed)
<b>Engineering Contract Amount:</b>	\$879,746.00
<b>Engineering Change Orders:</b>	\$6,958
<b>Construction Contract Amount:</b>	n/a
<b>Construction Change Orders:</b>	n/a
<b>Project Total:</b>	\$886,704.00
<b>Percent Change Orders:</b>	0.008%

Engineer has begun Final Design. A meeting is scheduled for April 19th at the Natural resources building to further discuss the permitting requirements for the project and June Sucker.

## Little Dell Dam – Capital Improvements

Salt Lake City Public Utilities continues to develop an asset management plan for this facility.

The following Capital Improvements were requested by Salt Lake City Department of Public Utilities for FY2011:

- **New Adit Ventilator** - \$10,000. The new adit ventilator has been installed.
- **Crack-seal and Seal the Access Roads** - \$21,000 Crack Repair, \$70,000 Slurry Seal. Work scheduled for spring 2011.
- **Upgrade Instrumentation System** - \$99,000. Hardware items have been identified for replacement. Procurement of these items has begun..

**Total Budget FY2011: \$200,000**

## Other Capital Projects

### Jordan Aqueduct System and 150<sup>th</sup> South Pipeline – Capital Projects

The following Capital Improvements were approved by Jordan Aqueduct System management committee for FY2011 for the Jordan Aqueduct System:

- Jordan Valley Water Treatment Plant Chlorine Dioxide Project – Project was awarded to Nelson Brothers. A preconstruction meeting was held November 8, 2010. Contractor has mobilized and has begun demolition work. This project will have a “testing” phase or a “Pre-Compliance Sampling period” around February 2012 to March 2012. Final completion anticipated by March 2012.
- Jordan Valley Water Treatment Plant Filter and Chemical Building Seismic Upgrade – Project is 99% complete.
- Jordan Aqueduct Chlorine Booster Station – Project is scheduled to go out for bid in April. Improvements expected to be complete by the following Spring (2012). The plan is to bring this project on-line on or before the Chlorine Dioxide Project.
- Jordan Aqueduct – Reach 2 pig launch modifications. – Design complete as part of the Southwest Aqueduct project. Construction contract awarded to Allied Construction. Work to be complete by June 2011.
- Jordan Valley Water Treatment Plant generator replacement. – Project was returned to this year’s Capital Projects List.
- Normal Capital Improvements at Jordan Valley Water Treatment Plant, Jordan Aqueduct, and Jordan Aqueduct Terminal Reservoir. – Nothing to report
- A new capital expense has been identified for this fiscal year. As a betterment to the UDOT Mountain View Corridor (MVC) project, a new access into the JWTP from the MVC is requested. MWDSL portion of cost is estimated at \$30,857.00.

**Total Request FY2011: \$1,678,447**

**Revised Mid-Year Estimate FY2011: \$700,000**

## **Provo River Project – Provo Reservoir Canal Enclosure**

The Provo River Water Users Association (PRWUA) has contracted with Ames construction for the project. As of March 19, 2011 - Northwest pipe has successfully manufactured (rolled, hydro tested, and approved for surface prep) 36,360 feet of 126-inch diameter welded steel pipe (approximately 36% of the project total). Polyurethane lining and coating of the previously rolled pipe has begun with approximately 35,000 feet lined and coated (approximately 34%). Work has begun with installing the large diameter pipe with approximately 21,088 feet installed (20.6%) and 9,875 feet backfilled. Welding of joints has begun with approximately 4,896 ft of joints welded. Contract time elapsed to date (as of Dec. 10, 2010) is 28.1%. Recent communications with the project team indicate the contractor is behind schedule.

# 2011 License Program Report

Last updated: April 4, 2011

## Aqueduct License Applications

Calendar Year	Applications Received	Under Review <sup>1</sup>	Denied			Legal <sup>2</sup>	Closed <sup>3</sup>	Agreement Executed	Pending @ Period End <sup>4</sup>
			GM	EC	BT				
To Apr 4, 2011	9	31	2	1	0	1	1	7	35
Oct 2006 - 2010	135						33	68	34
<b>Totals</b>	<b>144</b>						<b>34</b>	<b>75</b>	

<sup>1</sup> Includes all open applications, less those under appeal or with legal counsel

<sup>2</sup> Current appeals or with legal counsel, not cumulative.

<sup>3</sup> Application denied and/or Applicant did not pursue an appeal and/or existing improvements removed (no agreement executed or needed)

<sup>4</sup> Pending is the sum of Under Review, GM, EC, and BT Appeals, and Legal

## Brochure Mailings

	Anticipated 2011 Mailing	Notices Sent	District Contacted	Latest Staff Contact/Meeting	Council Presentation
<b>Salt Lake County</b>					
Draper City	Apr 2011	TBD	TBD	8/4/09	TBD
Sandy City	Apr 2011	TBD	TBD	8/10/09	8/25/09, 9/8/09
Comm. 21	Apr 2011	TBD	TBD	2/4/10	Open House
Cottonwood Hghts	Apr 2011	TBD	TBD	2/15/11	12/29/09
Holladay	Apr 2011	TBD	TBD	11/3/09	TBD
Canyon Cove HOA				11/25/09	
Jim Palmer Dist. 5				11/17/09	
SLCo.				11/12/09	
Granite Comm.	w/ Sandy		TBD	TBD	TBD
ACCT					12/10/09
Mt. Olympus	Apr 2011	TBD	TBD		1/19/10
East Millcreek	Apr 2011	TBD	TBD		2/4/10
Canyon Rim	Apr 2011	TBD	TBD		1/19/10
<b>Utah County</b>					
Orem City	Apr 2011	TBD	TBD	<b>3/22/11</b>	<b>3/22/11</b>
Lindon City	Apr 2011	TBD	TBD	2/8/11	<b>3/1/11</b>
Pleasant Grove	Apr 2011	TBD	TBD	2/8/11	2/9/11
Cedar Hills City	Apr 2011	TBD	TBD	<b>3/22/11</b>	TBD
Alpine City	Apr 2011	TBD	TBD	2/22/11	<b>3/8/11</b>
Highland City	Apr 2011	TBD	TBD	<b>3/22/11</b>	<b>Not desired</b>
Provo City	Apr 2011	TBD	TBD	TBD	TBD
Utah County	w/ Cities			TBD	TBD
<b>Wasatch County</b>					
Wasatch County	Apr 2011	TBD	TBD	4/7/10	TBD
<b>Total</b>		<b>0</b>	<b>0</b>		

## Current Survey Projects Report

Last updated: April 4, 2011

<b>Task Order</b>	<b>Execution Date</b>	<b>Tract</b>	<b>Consultant</b>	<b>Total</b>	<b>Total Paid to Date</b>	<b>Percent Paid</b>	<b>Percent Progress</b>
09.01.08	2/15/2011	LCC Alignment	RBB	\$5,062.00	\$0.00	0%	<b>100%</b>
09.06.07	2/7/2011	Sorf Boundary	PEC	\$750.00	<b>\$750.00</b>	<b>100%</b>	100%
09.06.06	1/10/2011	337 - 338	PEC	\$4,655.00	\$0.00	0%	<b>100%</b>
09.07.05	1/10/2011	228 - 301	Stanley	\$21,247.00	\$0.00	0%	<b>85%</b>
09.01.07	10/28/2010	Provo Canyon SLA	RBB	\$6,773.00	\$0.00	0%	90%
09.01.05	7/28/2010	319 - 330	RBB	\$18,380.00	\$0.00	0%	90%
09.02.04	12/9/2009	469A (IOB)	Cornerstone	\$10,982.50	\$10,719.75	98%	95%

FY2011 Total Spent: \$63,994.65

FY2011 Total Budget: \$100,000.00