

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Rocky Mountain Power General Services Contract

**SUMMARY:** Approve two General Service Contracts, Request Numbers 6266825 & 6264629, with Rocky Mountain Power to provide electric service for two pressure reducing valves in an amount not-to-exceed \$26,413.00.

**FISCAL AND/OR IMPACT:** The funds for this project are available from the Water Capital Fund.

**STAFF RECOMMENDATION:**

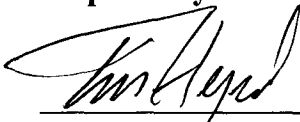
Staff recommends approval of two General Service Contracts, Request Numbers 6266825 & 6264629, with Rocky Mountain Power to provide electric service for two pressure reducing valve stations in an amount not-to-exceed \$26,413.00.

**MOTION RECOMMENDED:**

"I move to adopt Resolution No. 16-187 authorizing the Mayor to execute two General Service Contracts, Request Numbers 6266825 & 6264629, with Rocky Mountain Power to provide electric service for a two pressure reducing valve in an amount not-to-exceed \$26,413.00.

Roll Call vote required.

**Prepared by:**



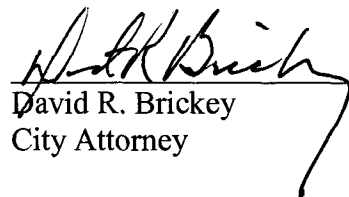
Tim Heyrend, P.E.  
Senior Utilities Engineer

**Reviewed by:**



Wendell T. Rigby, P.E.  
Director of Public Works

**Reviewed as to Legal Sufficiency:**



David R. Brickey  
City Attorney

**Recommended by:**



Mark R. Palesh  
City Manager

## **BACKGROUND DISCUSSION:**

The Capital Facilities Group is designing water pressure reducing stations in two locations: Dannon Way east of the Mountain View Corridor, and 8965 South 3860 West. These projects are listed on the Master Water Plan and the Strategic Plan. Water pressure reducing stations provide vital water delivery connections between upper and lower pressure zones for adequate water flow throughout the service area. The pressure reducing stations require 110 voltage electrical power to operate the lights, sump pump, security system, and SCADA system. Staff met with Rocky Mountain Power at the two locations to assess the existing power infrastructure and to obtain quotes to deliver power to the pressure reducing stations. The quotes are attached. Staff would like to proceed with obtaining power to the site for construction of the two pressure reducing stations.

### Attachments:

- Resolution

- General Service Contracts



(UT Jun2015)  
Account #:25893946-008  
Service ID #:046838991-001  
Monthly

Aubrey Rasmussen  
C/C: 11431  
Request #: 6266825  
Contract #:

**GENERAL SERVICE CONTRACT  
(1000 KVA OR LESS)  
between  
ROCKY MOUNTAIN POWER  
and  
WEST JORDAN CITY**

This General Service Contract ("Contract"), dated November 9, 2016, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **West Jordan City** ("Customer"), for electric service for Customer's water pressure reducing vault operation at or near 8965 S. 3860 W., West Jordan, Utah.

Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Regulations") and the rules of the Utah Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 120/240 volt, single-phase electric service to the Customer facilities.
2. **Contract Demand.** The specified Demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 25 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract). After 36 months of service the maximum demand Company is obligated to have available for delivery shall not be greater than the lesser of: the maximum recorded and billed demand in the previous 36 months, or, the above given diversified demand, unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of a written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
3. **Extension Costs.** Company agrees to invest \$305.00 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

— **Refund Option.** The total Customer Advance for this work is \$7,679.00, and the **balance due is \$7,679.00**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the Improvements within ten (10) years of the date Company is ready to supply service. Company will refund 20% of the refundable Customer Advance allocable

to the **shared** Improvements for four additional applicants. Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250 and waives their right to refunds should additional applicants connect to the Improvements. Accordingly, the balance due is \$7,429.00.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) \$20.94 (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 23 and superseding schedules. Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Term.** This Contract becomes binding when both Company and Customer have signed it, and will remain in effect for ten (10) years following the date when Company is ready to supply service.

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the five years.

If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the Customer signature date given on page five (5), then Company may unilaterally terminate this Contract. If Company has not installed Improvements, then such termination of this Contract shall not be treated as a Customer default and Customer shall not be responsible for paying the Contract Minimum Billing for the five (5) year term, only Customer's advance will be applied to Company costs incurred for design, permitting and other associated Contract costs. However, if Company has installed Improvements so that Company is ready to supply service, but Customer is not ready to receive service from Company within said one-hundred fifty (150) days, then the failure of Customer being ready to receive service from Company may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for the five (5) year term.

7. **Customer Obligations.** Customer agrees to:
  - a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands;
  - b) Prepare the route to Company's specifications;

- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
- d) Comply with all of Company's tariffs, procedures, specifications and requirements.

**8. Special Provisions: None**

- 9. Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in Company's Electric Service Requirements Manual, and other specifications as otherwise provided by Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this Contract.

- 10. Design, Construction, Ownership and Operation.** Company shall design, construct, install, and operate the Improvements in accordance with Company's standards. Company will own the Improvements, together with Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or Company's other electric utility facilities. Under no circumstances shall Company be liable for other economic losses, including but not limited to consequential damages. Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of Company.

No other party, including Customer, shall have the right to operate or maintain Company's electric utility facilities or the Improvements. Customer shall not have physical access to Company's electric utility facilities or the Improvements and shall engage in no activities on or related to Company's electric utility facilities or the Improvements.

- 11. Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require

customer payments be sent by EDI or wire transfer. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as established by the Morgan Guaranty Trust Bank of New York.

Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, Company may exercise any or all of its rights and remedies with respect to any such deposits.

12. **Furnishing Information.** Upon Company's request, Customer shall submit its year-end financial statements to Company, certified to be true and correct and in accordance with GAAP (General Accepted Accounting Principles). Furthermore, Customer shall submit additional information as Company may reasonably request from time to time in furtherance of the purposes of this Contract. Such information shall be deemed confidential. Company will base its decision with respect to credit, deposits or any other material matter on information furnished under this section by Customer, and shall reserve its rights with respect to such decisions should such information be inaccurate.
13. **Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
14. **Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under Company's policies, the Electric Service Regulations, and the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to Company. Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule.

Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.

15. **Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

16. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.
17. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
18. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.

**WEST JORDAN CITY**

By \_\_\_\_\_  
signature

\_\_\_\_\_  
NAME (type or print legibly) TITLE

\_\_\_\_\_  
DATE

Customer's Mailing Address for Executed Contract

Tim Heyrend  
ATTENTION OF

8000 S. Redwood Rd.  
ADDRESS

West Jordan, UT 84088  
CITY, STATE, ZIP

**ROCKY MOUNTAIN POWER**

By \_\_\_\_\_  
signature

Kim Felice Manager  
NAME (type or print legibly) TITLE

\_\_\_\_\_  
DATE

Rocky Mountain Power's Mailing Address for Executed Contract

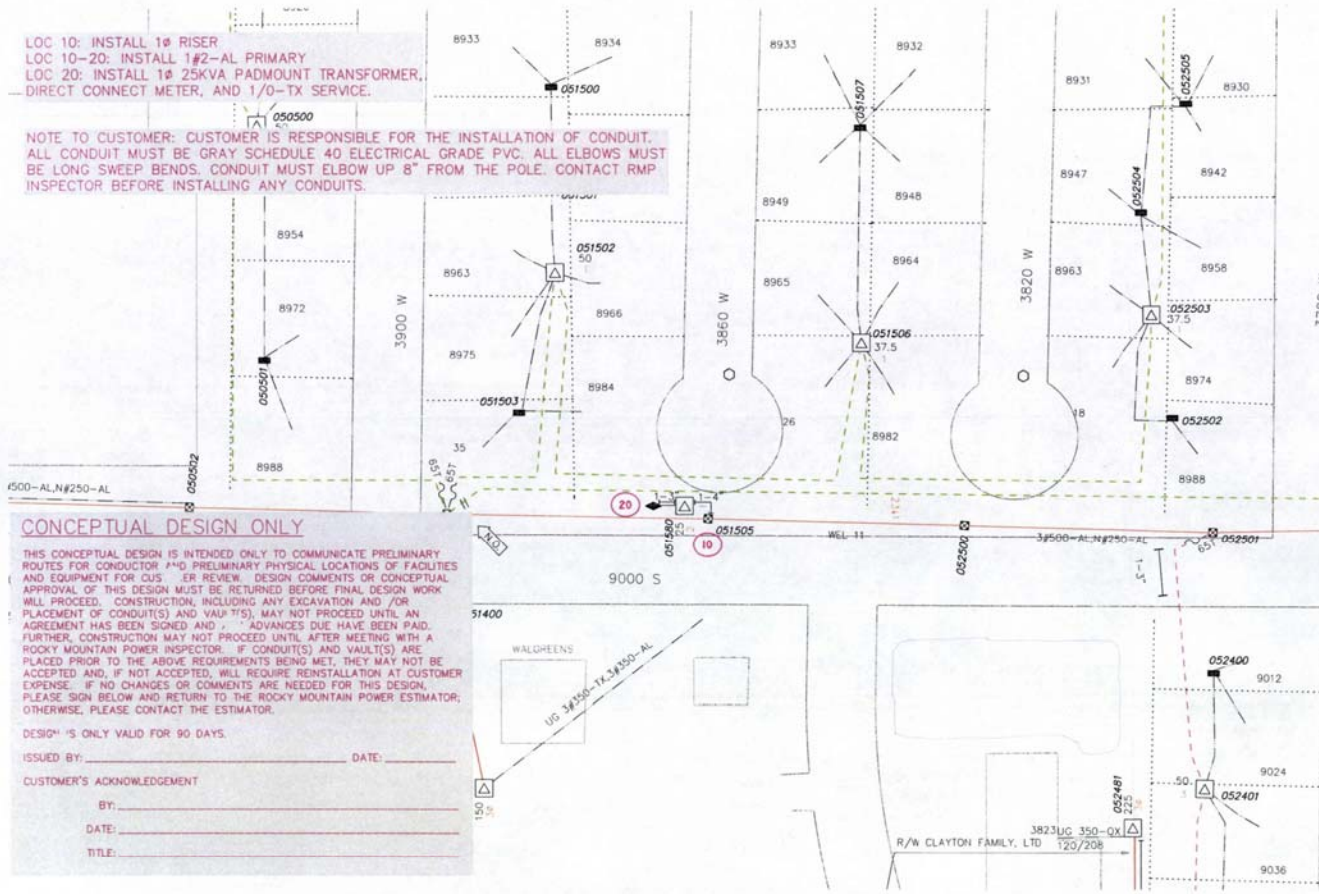
12840 S. Pony Express Rd.  
ADDRESS

Draper, UT 84020  
CITY, STATE, ZIP



LOC 10: INSTALL 1# RISER  
 LOC 10-20: INSTALL 1#2-AL PRIMARY  
 LOC 20: INSTALL 1# 25KVA PADMOUNT TRANSFORMER,  
 DIRECT CONNECT METER, AND 1/0-TX SERVICE.

NOTE TO CUSTOMER: CUSTOMER IS RESPONSIBLE FOR THE INSTALLATION OF CONDUIT.  
 ALL CONDUIT MUST BE GRAY SCHEDULE 40 ELECTRICAL GRADE PVC. ALL ELBOWS MUST  
 BE LONG SWEEP BENDS. CONDUIT MUST ELBOW UP 8" FROM THE POLE. CONTACT RMP  
 INSPECTOR BEFORE INSTALLING ANY CONDUITS.



**CONCEPTUAL DESIGN ONLY**

THIS CONCEPTUAL DESIGN IS INTENDED ONLY TO COMMUNICATE PRELIMINARY  
 ROUTES FOR CONDUCTOR AND PRELIMINARY PHYSICAL LOCATIONS OF FACILITIES  
 AND EQUIPMENT FOR CUSTOMER REVIEW. DESIGN COMMENTS OR CONCEPTUAL  
 APPROVAL OF THIS DESIGN MUST BE RETURNED BEFORE FINAL DESIGN WORK  
 WILL PROCEED. CONSTRUCTION, INCLUDING ANY EXCAVATION AND/OR  
 PLACEMENT OF CONDUIT(S) AND VAULT(S), MAY NOT PROCEED UNTIL AN  
 AGREEMENT HAS BEEN SIGNED AND ADVANCES DUE HAVE BEEN PAID.  
 FURTHER, CONSTRUCTION MAY NOT PROCEED UNTIL AFTER MEETING WITH A  
 ROCKY MOUNTAIN POWER INSPECTOR. IF CONDUIT(S) AND VAULT(S) ARE  
 PLACED PRIOR TO THE ABOVE REQUIREMENTS BEING MET, THEY MAY NOT BE  
 ACCEPTED AND, IF NOT ACCEPTED, WILL REQUIRE REINSTALLATION AT CUSTOMER  
 EXPENSE. IF NO CHANGES OR COMMENTS ARE NEEDED FOR THIS DESIGN,  
 PLEASE SIGN BELOW AND RETURN TO THE ROCKY MOUNTAIN POWER ESTIMATOR;  
 OTHERWISE, PLEASE CONTACT THE ESTIMATOR.

DESIGN IS ONLY VALID FOR 90 DAYS.

ISSUED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

CUSTOMER'S ACKNOWLEDGEMENT

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**PACIFIC CORP**  
 A DIVISION OF ROCKY MOUNTAIN POWER ESTIMATOR

11/07/16  
 18669  
 1 of 1  
 1=80"

Job Start Date: \_\_\_\_\_  
 Job Complete Date: \_\_\_\_\_  
 Crew: WEL11  
 Post Jobs Paid:

Emp # \_\_\_\_\_  
 Map String: 11303001.0  
 WCV / RCU: 006266825  
 Customer: West Jordan City  
 Address: 8965 S. 3840 W.  
 West Jordan, UT 84088

Foreman: \_\_\_\_\_  
 CCF: 11421  
 3823 UC 350-0X  
 120/208

(UT Jun2015)  
Account #:25893946-008  
Service ID #:875153235-001  
Monthly

Aubrey Rasmussen  
C/C: 11431  
Request #: 6264629  
Contract #:

**GENERAL SERVICE CONTRACT  
(1000 KVA OR LESS)  
between  
ROCKY MOUNTAIN POWER  
and  
WEST JORDAN CITY**

This General Service Contract ("Contract"), dated November 9, 2016, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **West Jordan City** ("Customer"), for electric service for Customer's water pressure reducing vault operation at or near 5970 W. Dannon Way, West Jordan, Utah.

Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Regulations") and the rules of the Utah Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 120/240 volt, single-phase electric service to the Customer facilities.
2. **Contract Demand.** The specified Demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 25 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract). After 36 months of service the maximum demand Company is obligated to have available for delivery shall not be greater than the lesser of: the maximum recorded and billed demand in the previous 36 months, or, the above given diversified demand, unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of a written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
3. **Extension Costs.** Company agrees to invest \$305.00 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

\_\_\_\_\_ **Refund Option.** The total Customer Advance for this work is \$19,234.00, and the **balance due is \$19,234.00**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the Improvements within ten (10) years of the date Company is ready to supply service. Company will refund 20% of the refundable Customer Advance allocable

to the **shared** Improvements for four additional applicants. Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250 and waives their right to refunds should additional applicants connect to the Improvements. Accordingly, the balance due is \$18,984.00.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) \$47.80 (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 23 and superseding schedules. Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Term.** This Contract becomes binding when both Company and Customer have signed it, and will remain in effect for ten (10) years following the date when Company is ready to supply service.

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the five years.

If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the Customer signature date given on page five (5), then Company may unilaterally terminate this Contract. If Company has not installed Improvements, then such termination of this Contract shall not be treated as a Customer default and Customer shall not be responsible for paying the Contract Minimum Billing for the five (5) year term, only Customer's advance will be applied to Company costs incurred for design, permitting and other associated Contract costs. However, if Company has installed Improvements so that Company is ready to supply service, but Customer is not ready to receive service from Company within said one-hundred fifty (150) days, then the failure of Customer being ready to receive service from Company may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for the five (5) year term.

7. **Customer Obligations.** Customer agrees to:
  - a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands;
  - b) Prepare the route to Company's specifications;

- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
- d) Comply with all of Company's tariffs, procedures, specifications and requirements.

**8. Special Provisions: None**

- 9. Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in Company's Electric Service Requirements Manual, and other specifications as otherwise provided by Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this Contract.

- 10. Design, Construction, Ownership and Operation.** Company shall design, construct, install, and operate the Improvements in accordance with Company's standards. Company will own the Improvements, together with Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or Company's other electric utility facilities. Under no circumstances shall Company be liable for other economic losses, including but not limited to consequential damages. Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of Company.

No other party, including Customer, shall have the right to operate or maintain Company's electric utility facilities or the Improvements. Customer shall not have physical access to Company's electric utility facilities or the Improvements and shall engage in no activities on or related to Company's electric utility facilities or the Improvements.

- 11. Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require

customer payments be sent by EDI or wire transfer. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as established by the Morgan Guaranty Trust Bank of New York.

Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, Company may exercise any or all of its rights and remedies with respect to any such deposits.

12. **Furnishing Information.** Upon Company's request, Customer shall submit its year-end financial statements to Company, certified to be true and correct and in accordance with GAAP (General Accepted Accounting Principles). Furthermore, Customer shall submit additional information as Company may reasonably request from time to time in furtherance of the purposes of this Contract. Such information shall be deemed confidential. Company will base its decision with respect to credit, deposits or any other material matter on information furnished under this section by Customer, and shall reserve its rights with respect to such decisions should such information be inaccurate.
13. **Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
14. **Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under Company's policies, the Electric Service Regulations, and the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to Company. Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule.

Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.

15. **Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

16. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.
17. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
18. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

**WEST JORDAN CITY**

By \_\_\_\_\_  
signature

\_\_\_\_\_  
NAME (type or print legibly) TITLE

\_\_\_\_\_  
DATE

Customer's Mailing Address for Executed Contract

Tim Heyrend  
ATTENTION OF

8000 S. Redwood Rd.  
ADDRESS

West Jordan, UT 84088  
CITY, STATE, ZIP

**ROCKY MOUNTAIN POWER**

By \_\_\_\_\_  
signature

Kim Felice Manager  
NAME (type or print legibly) TITLE

\_\_\_\_\_  
DATE

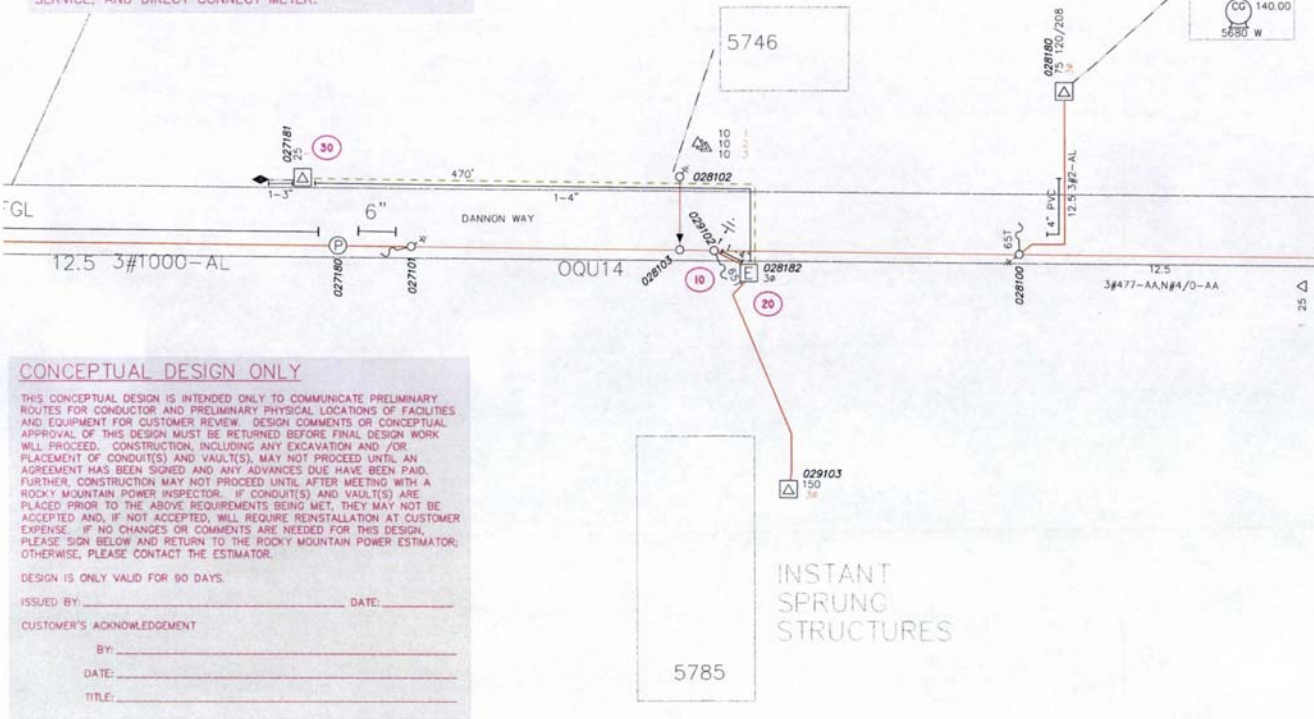
Rocky Mountain Power's Mailing Address for Executed Contract

12840 S. Pony Express Rd.  
ADDRESS

Draper, UT 84020  
CITY, STATE, ZIP

LOC 10: REMOVE 3# RISER. INSTALL NEW 3# RISER.  
 LOC 10-20: INSTALL 3#2-AL PRIMARY  
 LOC 20: INSTALL 3# GROUNDSLEEVE AND INSTALL 3# WIRE THAT FEEDS THE TRANSFORMER FROM THE SOUTH INTO THE NEW GROUNDSLEEVE.  
 LOC 20-30: INSTALL 1#2-AL PRIMARY  
 LOC 30: INSTALL 25KVA PADMOUNT TRANSFORMER, 1/0-TX SERVICE, AND DIRECT CONNECT METER.

NOTE TO CUSTOMER: CUSTOMER TO INSTALL ALL CONDUIT AND ELBOWS. CONDUIT TO BE GRAY SCHEDULE 40 ELECTRICAL GRADE PVC. ALL ELBOWS ARE TO BE LONG SWEEP 90S. THE ELBOW THAT STUBS UP TO THE POLE SHALL BE STUBBED UP 8" FROM THE POLE.



**CONCEPTUAL DESIGN ONLY**

THIS CONCEPTUAL DESIGN IS INTENDED ONLY TO COMMUNICATE PRELIMINARY ROUTES FOR CONDUCTOR AND PRELIMINARY PHYSICAL LOCATIONS OF FACILITIES AND EQUIPMENT FOR CUSTOMER REVIEW. DESIGN COMMENTS OR CONCEPTUAL APPROVAL OF THIS DESIGN MUST BE RETURNED BEFORE FINAL DESIGN WORK WILL PROCEED. CONSTRUCTION, INCLUDING ANY EXCAVATION AND /OR PLACEMENT OF CONDUIT(S) AND VAULT(S), MAY NOT PROCEED UNTIL AN AGREEMENT HAS BEEN SIGNED AND ANY ADVANCES DUE HAVE BEEN PAID. FURTHER, CONSTRUCTION MAY NOT PROCEED UNTIL AFTER MEETING WITH A ROCKY MOUNTAIN POWER INSPECTOR. IF CONDUIT(S) AND VAULT(S) ARE PLACED PRIOR TO THE ABOVE REQUIREMENTS BEING MET, THEY MAY NOT BE ACCEPTED AND, IF NOT ACCEPTED, WILL REQUIRE REINSTALLATION AT CUSTOMER EXPENSE. IF NO CHANGES OR COMMENTS ARE NEEDED FOR THIS DESIGN, PLEASE SIGN BELOW AND RETURN TO THE ROCKY MOUNTAIN POWER ESTIMATOR; OTHERWISE, PLEASE CONTACT THE ESTIMATOR.

DESIGN IS ONLY VALID FOR 90 DAYS.  
 ISSUED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CUSTOMER'S ACKNOWLEDGEMENT  
 BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

5785

INSTANT SPRUNG STRUCTURES

**PACIFIC CORP**  
 A ROCKY MOUNTAIN POWER COMPANY

EST. 18669  
 11/07/16  
 Scale 1"=80'

Job Start Date  
 Job Complete Date  
 Crew  
 OOU14

Emp #  
 Map Sheet  
 11-30-3002-0

Form No  
 CIP 11421  
 WBY / RBR  
 006264629  
 CUSTOMER: West Jordan City  
 ADDRESS: 5970 W. Dannon Way  
 WEST JORDAN, UT 84086

Post Jobs  
 Picked