

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Rocky Mountain Power Customer Requested Work Agreement

**SUMMARY:** Approve a Customer Requested Work Agreement, Work Order Number 5938506, with Rocky Mountain Power to relocate a transformer 30 feet northward along 5200 West street in an amount not-to-exceed \$7,524.00.

**FISCAL IMPACT:** The funds for this project are available from the Road Capital project account.

**STAFF RECOMMENDATION:**

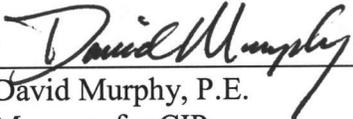
Staff recommends approval of the Customer Requested Work Agreement, Work Order Number 5938506, with Rocky Mountain Power to relocate a transformer 30 feet northward along 5200 West street in an amount not-to-exceed \$7,524.00.

**MOTION RECOMMENDED:**

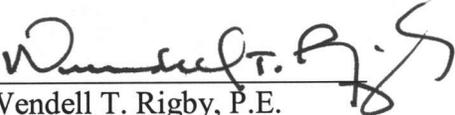
"I move to adopt Resolution No. 14-180 authorizing the Mayor to execute a Customer Requested Work Agreement, Work Order Number 5938506, with Rocky Mountain Power to relocate a transformer 30 feet northward along 5200 West street in an amount not-to-exceed \$7,524.00.

Roll Call vote required.

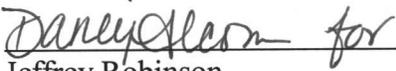
**Prepared by:**

  
David Murphy, P.E.  
Manager for CIP

**Reviewed by:**

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

**Reviewed as to Legal Sufficiency:**

  
Jeffrey Robinson  
City Attorney

**Recommended by:**

  
Bryce Haderlie  
Interim City Manager

**BACKGROUND DISCUSSION:**

This work is to relocate a power transformer along 7800 South at 5200 West Street as part of the street expansion work. The transformer is in the radius of the new street alignment and must be relocated approximately 30 feet north of its present location, with new wire runs required after the box is moved. This is a safety issue for the new road alignment. Staff recommends approval of the agreement.

## Attachments:

Resolution

Customer Requested Work Agreement (3)

**THE CITY OF WEST JORDAN, UTAH**

A Municipal Corporation

RESOLUTION NO. 14-180

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A CUSTOMER REQUESTED WORK AGREEMENT WITH ROCKY MOUNTAIN POWER**

Whereas, the City Council of the City of West Jordan has reviewed the Customer Requested Work Agreement (Work Order No. 5938506) with Rocky Mountain Power (a copy of which is attached as **Exhibit A**) to relocate a transformer at approximately 5200 West 7800 South, in an amount not-to-exceed \$7,524.00; and

Whereas, the proposed agreement between the City of West Jordan and Rocky Mountain Power (a copy of which is attached as **Exhibit A**) to relocate a transformer at approximately 5200 West 7800 South, has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached agreement with Rocky Mountain is acceptable.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Section 1. After approval as to legal form by the City Attorney, the Mayor is hereby authorized to execute the Customer Requested Work Agreement between the City of West Jordan and Rocky Mountain Power to relocate a transformer at approximately 5200 West 7800 South in an amount not to exceed \$7,524.00.

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 24<sup>th</sup> day of September 2014.

CITY OF WEST JORDAN

ATTEST:

By: \_\_\_\_\_  
Mayor Kim V. Rolfe

\_\_\_\_\_  
MELANIE BRIGGS  
City Recorder

Voting by the City Council

"AYE"

"NAY"

Jeff Haaga

\_\_\_\_\_

\_\_\_\_\_

Judy Hansen

\_\_\_\_\_

\_\_\_\_\_

Chris McConnehey

\_\_\_\_\_

\_\_\_\_\_

Chad Nichols

\_\_\_\_\_

\_\_\_\_\_

Ben Southworth

\_\_\_\_\_

\_\_\_\_\_

Justin D. Stoker

\_\_\_\_\_

\_\_\_\_\_

Mayor Kim V. Rolfe

\_\_\_\_\_

\_\_\_\_\_

### CUSTOMER REQUESTED WORK AGREEMENT

This Customer Requested Work Agreement (this "Agreement"), dated September 4, 2014 ("Agreement Date"), is between PacifiCorp, doing business as Rocky Mountain Power ("Company"), and **WEST JORDAN CITY**, ("Customer"), for work to be performed by Company for Customer at or near **5210 W 7800 S, West Jordan** in **Salt Lake County**, State of Utah.

**Description:**

**Customer requested accommodation to relocate 25kVA transformer approximately 30' northward along 5200 West street, as per Exhibit A. Transformer relocation needed for city road widening project.**

The Customer will provide, all necessary trenching and backfilling, and will furnish and install all distribution transformer pads, conduit and duct required by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer also agrees to:

- a) Establish final grade for routing of circuits, placement of transformer pads, vaults, junction boxes and other underground facilities as required by Company.
- b) Install and maintain property lines and survey stakes; and,
- c) Make no permanent surface improvements, except curb and gutters, before Company completes installation of its facilities.
- d) Provide legal rights-of-way to Company, at no cost to the Company, using Company's standard forms.

If any change in grade, or property lines, or any surface improvements require Company to change its facilities, or causes additional cost to Company, Customer agrees to reimburse Company for such change or cost.

**Third-Party Relocation Costs:** This work does not include any third-party relocation costs. Customer shall be solely responsible for obtaining cost estimates from any third-parties attached to the existing facilities, and Customer shall be solely responsible for making all necessary arrangements to transfer third-party facilities to the replacement facilities, or any alternative arrangements to accommodate all such third-parties.

**Payment to Company:** In consideration of the work to be performed by Company, Customer agrees to pay the estimated costs of the work in advance, with the understanding that there will be no other charges or refunds for the above specified work. Customer has previously paid for design, permitting or other work in the amount of \$0.00. The total advance for this work is \$7,524.00, with a **balance due of \$7,524.00. Estimated cost is valid for 90 days from the Agreement Date.**

Requested Date of Service:

Any correspondence regarding this work shall be directed to the appropriate party as shown below:

**West Jordan City**  
**David M. Murphy, M.S., P.E.**  
**8000 S Redwood Road**  
**West Jordan, Utah 84088**  
**Phone (801) 569-5074**  
 Fax ( )

**Rocky Mountain Power**  
**Henry Tsosie, RMP Estimator**  
**12840 S Pony Express Road**  
**Draper, Utah 84020**  
**Phone (801) 576-6103**  
 Fax ( )

This Agreement, upon execution by both Company and Customer, shall be a binding agreement for work performed by Company to accommodate Customer at the Customer's expense. The provisions of Appendix A General Terms and Conditions are an integral part of this Agreement.

**WEST JORDAN CITY**

By \_\_\_\_\_  
Signature

Title \_\_\_\_\_

\_\_\_\_\_  
Print name of Signing Officer

\_\_\_\_\_  
Date

**ROCKY MOUNTAIN POWER**

By \_\_\_\_\_  
Signature

Title Kim Felice

Manager  
\_\_\_\_\_  
Print name of Signing Manager/Officer

\_\_\_\_\_  
Date

**APPROVED AS TO LEGAL FORM**  
**West Jordan City Attorney**  
 By: [Signature] Date: 9-16-14

**Appendix A**  
**GENERAL TERMS AND CONDITIONS**

**LIABILITY AND INDEMNIFICATION**

The Customer shall indemnify, defend and hold harmless the Company to this Agreement and the Company's officers, directors, agents, employees, successors and assigns from any and all claims, demands, suits, losses, costs, and damages of any nature whatsoever, including attorney's fees and other costs of litigation brought or made against or incurred by the Company and resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of the Customer, its employees or any officer, director, or employee or agent of the same and related to the subject matter of this Agreement. The indemnity obligation shall include, but not be limited to, loss of or damage to property, bodily or personal injury to, or the death of any person. The Customer's obligation under this provision of the Agreement shall not extend to liability caused by the sole negligence of the Company.

**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 agreement. 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.

**WORK COMPLETION**

Company agrees to use commercially reasonable efforts to begin performance of the work on the date(s) specified above. In those instances where by reason of unanticipated events or emergencies which cause power outages or threaten the Company's ability to continuously provide electric service as it is required to do by law or by contract, then the Company personnel assigned to perform the work may be withdrawn from the work until such time as the unanticipated event or emergency is concluded. In the event that the Company personnel are removed from the work in response to such an event or emergency, then the time for completion of the work shall be extended by a period of time equal to that period from the time the personnel are removed from the work until they are available to complete the work plus 48 hours.

It is expressly agreed that the Company and those persons employed by the Company in connection with the work described herein are not employed by or employees of the Customer.

Company warrants that its work 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 work. Under no circumstances shall Company be liable for economic losses, costs or damages, including but not limited to special, indirect, incidental, punitive, exemplary or consequential damages.

The Customer may, at reasonable times and by written agreement with the Company, request additional work within the general scope of the work as described in this Agreement or request the omission of or variation in the work, provided, however, that the Customer and Company agree to increase or decrease the amount the Customer is to pay the Company and such changes in scope are reasonably acceptable to the Company. Any such change to the scope of the work and the associated adjustment of costs shall be in writing and shall be submitted when obtained as an addendum to this agreement after being signed by both parties.

## GENERAL

PAYMENTS: All bills or amounts due hereunder shall be payable to Company as set forth herein or on the 25th day following the postmarked date of the invoice if not otherwise specified. In the event that all or a portion of Customer's bill is disputed by Customer, Customer shall pay the total bill and shall designate that portion disputed. If it is later determined that Customer is entitled to a refund of all or any portion of the disputed amount, Company shall refund that portion of the amount of which Customer is found to be entitled. All billing statements shall show the amount due for the work performed.

COLLECTION: Customer shall pay all costs of collection, including court costs and reasonable attorney's fees upon default of customer, in addition to interest at a rate of 1.5 percent per month on any amounts not paid within thirty (30) day of invoice.

ASSIGNMENT: Customer shall not assign this Agreement to any successor without the written consent of Company, which consent shall not be unreasonably withheld. If properly assigned, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the party making the assignment.

# EXHIBIT "A"

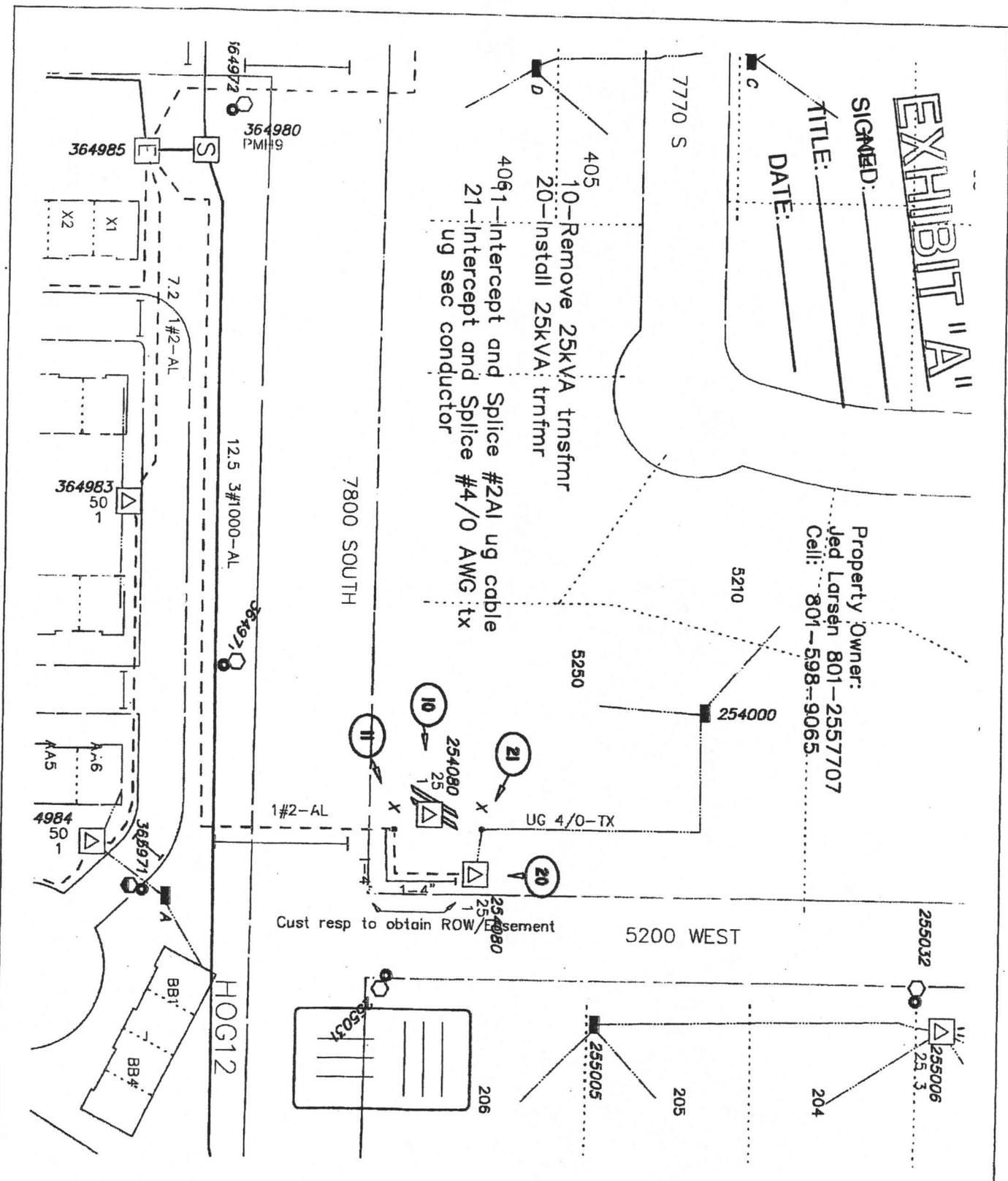
SIGNED: \_\_\_\_\_

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

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

Property Owner:  
Jed Larsen 801-2557707  
Cell: 801-598-9065

- 405 10-Remove 25kVA trnsfr
- 20-Install 25kVA trnsfr
- 406 21-Intercept and Splice #2Al ug cable
- 21-Intercept and Splice #4/0 AWG tx ug sec conductor



Foreman		Emp #	Job Start Date
CC#	WO# / REQ#	Map String	Job Comp Date
11431	005938506	11302002.0	
CUSTOMER : West Jordan City ADDRESS : 5210 W 7800 S West Jordan, Utah			Circuit HOG12



1 OF 1

EST ID#	Print Date	Scale
10587	09/04/14	1=80'