

Council Meeting of October 9, 2019

Agenda Item No. 7c

REQUEST FOR COUNCIL ACTION

SUBJECT: Customer Requested Work Agreement with Rocky Mountain Power to City Overhead to Underground Conversion at 3200 West 8231 South.

SUMMARY: Approve a Rocky Mountain Power Customer Requested Work Agreement (request no. 6669645) and authorize the Mayor to execute the Agreement for the completion of overhead to underground conversion of electric service located at 3200 West and 8231 South in an amount not to exceed \$40,255.00.

FISCAL IMPACT: Funding for this project will be from the project account.

STAFF RECOMMENDATION:
Staff recommends approving the Rocky Mountain Power Customer Requested Work Agreement (request no. 6669645) and authorizing the Mayor to execute the Agreement for the completion of overhead to underground conversion of electric service located at 3200 West and 8231 South in an amount not to exceed \$40,255.00.

MOTION RECOMMENDED:
"I move to adopt Resolution No. ~~19-178~~ approving the Rocky Mountain Power Customer Requested Work Agreement (request no. 6669645) and authorizing the Mayor to execute the Agreement for the completion of overhead to underground conversion of electric service located at 3200 West and 8231 South in an amount not to exceed \$40,255.00."

Roll Call vote required.

Prepared and Presented by:

David Murphy
David Murphy (Sep 29, 2019)

David Murphy, P.E.
Capital Projects Manager

Recommended by:

Brian Clegg
Brian Clegg (Sep 25, 2019)

Brian Clegg
Public Works Director

Authorized for Council Consideration:

David R. Brickey
David R. Brickey (Oct 2, 2019)

David R. Brickey
City Manager

Reviewed as to Legal Sufficiency:

Jared C. Tingey
Jared C. Tingey (Oct 2, 2019)

City Attorney's Office

BACKGROUND DISCUSSION:

As part of the 3200 West Safe Sidewalk Project, power lines crossing 3200 West will need to be buried to clear ground and air space for new sidewalk, street lighting, park strip, and aesthetics. Under this agreement Rocky Mountain Power will convert the overhead power to underground.

Attachments:

RMP agreement
Resolution

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 19-178

A RESOLUTION APPROVING THE ROCKY MOUNTAIN POWER CUSTOMER REQUESTED WORK
AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE
THE 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 (Request Number 6669645) with Rocky Mountain Power (attached as **Exhibit A**) to complete overhead to underground conversion of electric service located at 3200 West and 8231 South, in an amount not to exceed \$40,255.00; and

Whereas, the City Council of the City of West Jordan has determined that Customer Requested Work Agreement NO 6669645 with Rocky Mountain Power is acceptable; and

Whereas, the Mayor is authorized to execute the attached Customer Requested Work Agreement pursuant to the Utah State Code.

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

- Section 1. The Rocky Mountain Power Customer Requested Work Agreement is hereby approved.
- Section 2. The Mayor is hereby authorized to execute the Customer Requested Work Agreement between the City of West Jordan and Rocky Mountain to complete overhead to underground conversion of electric service located at 3200 West and 8231 South in an amount not to exceed \$40,255.00.
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 9th day of October 2019.

CITY OF WEST JORDAN

Jim Riding
Mayor

ATTEST:

Jamie Brooks
Interim City Recorder

Voting by the City Council	"YES"	"NO"
Council Member Alan Anderson	_____	_____
Council Member Dirk Burton	_____	_____
Council Member Zach Jacob	_____	_____
Council Member Chad R. Lamb	_____	_____
Council Member Chris McConnehey	_____	_____
Council Member Kayleen Whitelock	_____	_____
Mayor Jim Riding	_____	_____

Exhibit A

Rocky Mountain Power
Customer Requested Work Agreement
Work Order No. 6669645

Exhibit A

Rocky Mountain Power
Customer Requested Work Agreement
Work Order No. 6669645

CUSTOMER REQUESTED WORK AGREEMENT

This Customer Requested Work Agreement (this "Agreement"), dated August 27, 2019 ("Agreement Date"), is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **WEST JORDAN CITY**, ("Customer"), for work to be performed by Company for Customer at or near **3200 W. STARLITE DR, WEST JORDAN** in **SALT LAKE** County, State of Utah.

Description:**ROAD WIDENING/OH TO UG CONVERSION**

The Customer will provide, all necessary trenching and backfilling, and will furnish and install all distribution transformer pads, conduit and duct required by Company. Company may abandon in place any underground cables installed under this Agreement 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 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 \$5,000.00. The total advance for this work is \$40,255.00, with a **balance due of \$35,255.00. Estimated cost is valid for 90 days from the Agreement Date.**

Requested Date of Service: TBD

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

WEST JORDAN CITY
NIKOLAI HALVERSON
7960 S. 4000 W.
WEST JORDAN, UT 84088
Phone (801) 569-5078
Cellular ()
Fax ()

Rocky Mountain Power
AUBREY RASMUSSEN, ESTIMATOR
12840 S. PONY EXPRESS RD.
DRAPER, UT 84020
Phone (801) 576-6247
Cellular ()
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 Manager

CHRIS CARPENTER

Print name of Signing Manager/Officer

Date

Appendix A
GENERAL TERMS AND CONDITIONS

LIABILITY AND INDEMNIFICATION

The Customer shall indemnify, defend and hold harmless Company to this Agreement and 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 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 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 Company's ability to continuously provide electric service as it is required to do by law or by contract, then 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 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 Company and those persons employed by 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 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 Company and such changes in scope are reasonably acceptable to 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.

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.

INSTALLS:

LOC 10: REFRAME POLE TO DEAD END
 LOC 10-20: INSTALL 3#1/0-AL PRIMARY
 LOC 20: INSTALL 3# GROUND-SLEEVE. INTERCEPT
 3PH FEED TO CHURCH AND PUT INTO GROUND-SLEEVE.
 LOC 20-30: INSTALL 3#1/0-AL PRIMARY
 LOC 30: INSTALL NEW 3# DEAD-END POLE WITH
 SLACK LINE EXTENSION TO LOCATION 40.
 LOC 40: RE-FRAME POLE FROM TANGENT TO SLACK
 DEADEND.

LOC 60: INSTALL 1# PRIMARY RISER
 LOC 60-80: INSTALL 1#1/0-AL PRIMARY
 LOC 80: INSTALL 1# 50KVA PADMOUNT TRANSFORMER
 LOC 80-70: INSTALL #350-TX
 LOC 70: INSTALL SECONDARY RISER

REMOVE:

LOC 10-30: REMOVE 3#2-AL, N#2-AL OH PRIMARY
 LOC 40: REMOVE OH SERVICE TO STREETLIGHT POLE
 LOC 50: REMOVE 3# POLE AND 3# RISER
 LOC 55: REMOVE SPAN GUY POLE AND SPAN GUY
 LOC 60-70: REMOVE 1#2-AL, N#2-AL OH PRIMARY
 LOC 70: REMOVE OH 50KVA TRANSFORMER

NOTE TO CITY: CITY IS RESPONSIBLE FOR INSTALLING ALL
 CONDUITS. ALL CONDUITS TO BE GRAY SCHEDULE 40
 ELECTRICAL GRADE PVC. ALL ELBOWS TO BE LONG SWEEP
 FIBERGLASS. CITY IS ALSO RESPONSIBLE FOR OBTAINING
 ANY NECESSARY PUE/ROW.

CONCEPTUAL DESIGN ONLY

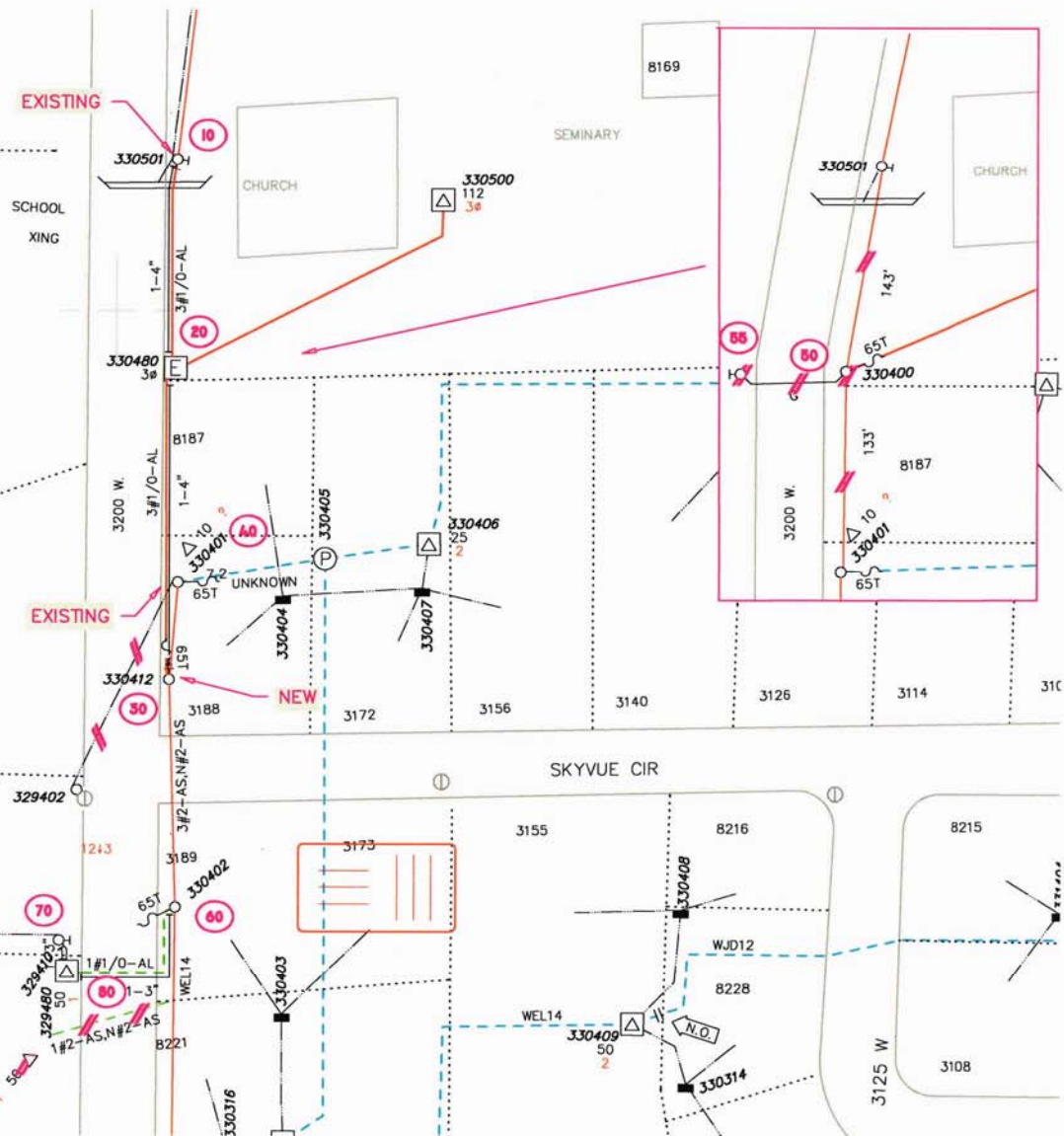
THIS CONCEPTUAL DESIGN IS INTENDED ONLY TO COMMUNICATE PRELIMINARY
 ROUTES FOR CONDUIT AND PRELIMINARY PHYSICAL LOCATIONS OF FACILITIES
 AND EQUIPMENT FOR CUSTOMER REVIEW. DESIGN COMMENTS OR CONCEPTUAL
 APPROVAL OF THIS DESIGN MUST BE RETURNED BEFORE FINAL DESIGN WORK
 WILL PROCEED. CONSTRUCTION, INCLUDING ANY EXCAVATION AND/OR
 PLACEMENT OF CONDUITS (AND VAULTS), 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 CONDUITS (AND VAULTS) 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 ACKNOWLEDGMENT

BY: _____
 DATE: _____
 TITLE: _____



		1 OF 1 Scale 1"=80'	
EST ID# 18669 Print Date 09/23/19		Post Jobs ROI Posted	
Job Start Date	Job Complete Date	Circuit WEL14	Job ID# 11431
Emp #	Map String 11302001.0	WOJ / REQ# 006669645	CUSTOMER : WEST JORDAN CITY ADDRESS : 3200 W STARLITE DR WEST JORDAN, UT 84088

3200 W 8231 S Power Burial Agreement

Final Audit Report

2019-10-02

Created:	2019-09-25
By:	Maureen Casper (Maureen.Casper@westjordan.utah.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7i1puNeF4-Uoc8EBSglMi-rJxPLaOQGr

"3200 W 8231 S Power Burial Agreement" History

-  Document created by Maureen Casper (Maureen.Casper@westjordan.utah.gov)
2019-09-25 - 4:31:06 PM GMT- IP address: 73.3.147.2
-  Document emailed to David Murphy (david.murphy@westjordan.utah.gov) for signature
2019-09-25 - 4:32:07 PM GMT
-  Email viewed by David Murphy (david.murphy@westjordan.utah.gov)
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Signature Date: 2019-09-26 - 1:03:28 AM GMT - Time Source: server- IP address: 207.225.200.66
-  Document emailed to Jared C. Tingey (jared.tingey@westjordan.utah.gov) for signature
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2019-09-26 - 3:09:25 PM GMT- IP address: 207.225.200.66
-  Document e-signed by Jared C. Tingey (jared.tingey@westjordan.utah.gov)
Signature Date: 2019-10-02 - 3:03:26 PM GMT - Time Source: server- IP address: 207.225.200.66
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Adobe Sign



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Document e-signed by David R. Brickey (david.brickey@westjordan.utah.gov)

Signature Date: 2019-10-02 - 4:00:42 PM GMT - Time Source: server- IP address: 207.225.200.66



Signed document emailed to David Murphy (david.murphy@westjordan.utah.gov), Brian Clegg (brian.clegg@westjordan.utah.gov), Jared C. Tingey (jared.tingey@westjordan.utah.gov), Maureen Casper (Maureen.Casper@westjordan.utah.gov), and 1 more

2019-10-02 - 4:00:42 PM GMT



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