

Date: March 31<sup>st</sup>, 2020

To: Weber County Board of Commissioners

From: Scott Mendoza  
Community Development Department

Agenda Date: April 7<sup>th</sup>, 2020

Subject: **Request for approval of a contract by and between Weber County and Rocky Mountain Power for work related to the relocation of power poles and power lines in the Weber Center's east parking lot.**

Exhibits: A – Contract.  
B – Illustration of work to be completed.

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**Summary:**

As part of the Weber Center parking structure demolition project many utilities will need to be relocated. Rocky Mountain power has agreed to remove two existing poles, install one new pole, and run one new power line to the east boundary line of the Weber Center's east parking lot where it can continue to provide power service to adjacent businesses. This work is intended to clear the power utility away from the parking structure so that demolition can safely take place.

This is a one-time contract in the amount of \$11,361.00.

**Recommendation:**

Rock Mountain Power is a sole source provider for this service; therefore, it is recommended that the contract be approved.

### CUSTOMER REQUESTED WORK AGREEMENT

This Customer Requested Work Agreement (this "Agreement"), dated March 27, 2020 ("Agreement Date"), is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **WEBER COUNTY GOVERNMENT**, ("Customer"), for work to be performed by Company for Customer at or near **444 24<sup>th</sup> ST, Ogden** in Weber County, State of Utah.

**Description:**

**Removal of poles and relocation of overhead lines.**

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;
- c) Make no permanent surface improvements, except curb and gutters, before Company completes installation of its facilities; and,
- 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. The total advance for this work is \$11,361.00. Customer has previously paid for design, permitting or other work in the amount of \$0.00, with a **balance due of \$11,361.00. 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:

**Weber County Government**  
**Scott Mendoza**  
**444 24<sup>th</sup> St**  
**Ogden, Utah 84401**  
**Phone (801) 399-8769**  
**Cellular ( )**  
**Fax ( )**

**Rocky Mountain Power**  
**Justin Spencer, Estimator**  
**1438 W 2550 S**  
**Ogden, Utah 84401**  
**Phone (801) 629-4302**  
**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.

**WEBER COUNTY GOVERNMENT**

**ROCKY MOUNTAIN POWER**

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

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

Title \_\_\_\_\_

Title Manager

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

Eric Larsen  
Print name of Signing Manager/Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
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.

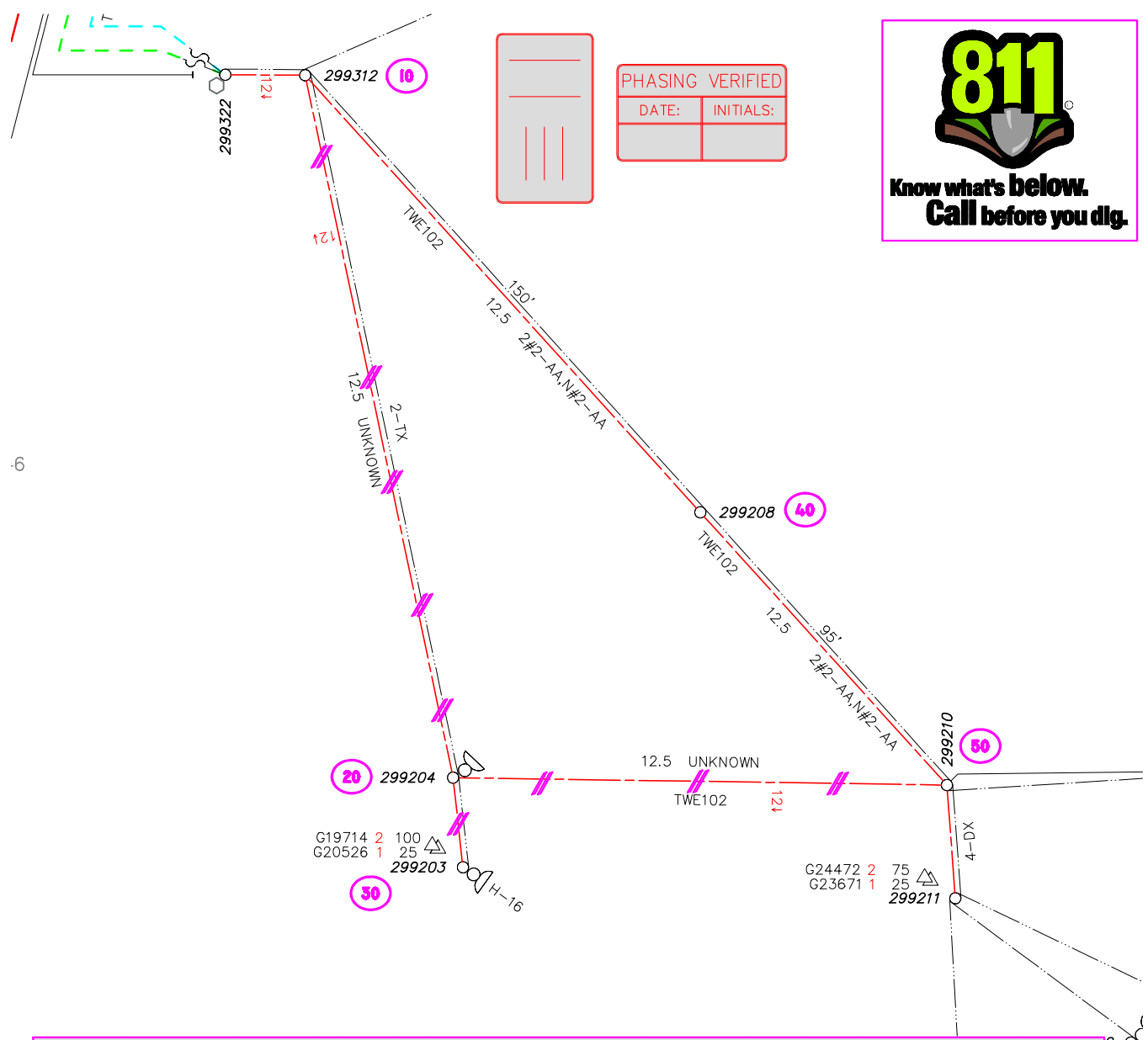
ASSIGNMENT: Customer shall not assign this Agreement to any successor without the written consent of Company, which consent shall not be unreasonably withheld. If properly assigned, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the party making the assignment.

Company may at any time assign its rights and delegate its obligations under this Agreement 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.

**Exhibit B**  
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PHASING VERIFIED	
DATE:	INITIALS:



CREW NOTES:			
PT. 10	REMOVE 2-WOOD DOUBLE DE ARMS INSTALL FIBERGLASS DE ARM	PT. 20-50	REMOVE 160' #2AAAC 2Ø PRIMARY CONDUCTOR INSTALL 150' #2AAAC 2Ø PRIMARY CONDUCTOR
PT. 10-20	REMOVE 145' #2AAAC 2Ø PRIMARY CONDUCTOR REMOVE 145' #4DX SECONDARY CONDUCTOR	PT. 10-40	INSTALL 150' #4DX SECONDARY CONDUCTOR
PT. 20	REMOVE 40' 2Ø POLE REMOVE 2Ø TAP ASSEMBLY REMOVE STREETLIGHT	PT. 40	INSTALL 45' 2Ø TANGENT POLE
PT. 20-30	REMOVE 50' #2AAAC 2Ø PRIMARY CONDUCTOR REMOVE 50' #4DX SECONDARY CONDUCTOR	PT. 40-50	INSTALL 95' #2AAAC 2Ø PRIMARY CONDUCTOR INSTALL 95' #4DX SECONDARY CONDUCTOR
PT. 30	REMOVE 40' 2Ø DE POLE REMOVE OPEN Δ BANK REMOVE STREETLIGHT	PT. 50	REMOVE 2-WOOD DOUBLE DE ARMS INSTALL FIBERGLASS DE ARM
		ESTIMATOR:	LANDON LUCERO (801)629-4439
		CUSTOMER:	SCOTT MENDOZA (801)399-8769

Foreman		Emp #	Job Start Date
CC#	WO# / REQ#	Map String	Job Comp Date
11461	006643041	11206001.0	
CUSTOMER : TWE102 WEBER COUNTY POLE REMOVAL ADDRESS : 444 24TH ST. OGDEN, UT 84401			Post Jobs <input type="checkbox"/> RQII <input type="checkbox"/> Posted <input type="checkbox"/>

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EST ID# 32575    Print Date 04/04/19    Scale 1=50'