



Tooele County Council Agenda Item Summary

Department Making Request:
Community Development

Meeting Date:
September 14, 2021 work session

Item Title:

1st reading contract with Chris Robinson to relocate power lines on Pheasant Lane underground

Summary:

There are power lines up against a very narrow road on Pheasant Lane which are causing a safety hazard. RMP will relocate the lines at their expense. It is the desire of the County to have the lines placed underground. Tooele County is responsible for the cost and prep work required for the difference between the pole relocation and the underground placement. Chris Robinson is the adjacent property owner to the right of way where the poles are located and has agreed to cover the expense and complete the work required to bury the power lines.

SADDLEBACK PASTURES, L.C.

925 West 100 North, Suite F

P.O. Box 540478

North Salt Lake, UT 84054

August 14, 2021

Mr. Andy Welch, County Manager
Mr. Colin Winchester, Deputy County Attorney
TOOELE COUNTY
47 South Main Street
Tooele, Utah 84074

Via Email: awelch@tooeleco.org

Via Email: colin.winchester@tooeleco.org

RE: Rocky Mountain Power ("RMP") *Customer Requested Work Agreement* (Work Order #80579999) dated August 2, 2021 (the "RMP Contract"; copy attached hereto as Exhibit "A"), regarding the Relocation and Conversion of Overhead Power Line on South Side of Pheasant Lane to Underground Location on North Side of Pheasant Lane, Lake Point, Tooele County, Utah (the "Project")

Dear Messrs. Welch and Winchester:

Saddleback Pastures, L.C., a Utah limited liability company ("Saddleback"), as an inducement and assistance to Tooele County (the "County") in executing the RMP Contract to effectuate the Project, hereby agrees to perform the County's duties as "Customer" under the RMP Contract, including but not limited to paying the \$115,457 owed to RMP by the County (the "Cash Payment").

The County hereby agrees to reasonably cooperate with Saddleback, at no cost to the County, in effectuating the intent of the RMP Contract.

Please find enclosed the Cash Payment, upon the receipt of which the County hereby agrees to execute the RMP Contract and deliver the same, together with the Cash Payment, to RMP for its countersignature and to initiate the Project.

Please provide Saddleback with a copy of the fully executed RMP Contract (when received back from RMP), together with a copy of the County's check for the Cash Payment.

Please acknowledge the County's agreement with the provisions of this letter and receipt of the Cash Payment, by signing in the space provided below.

Respectfully submitted,

SADDLEBACK PASTURES, L.C.
A Utah limited liability company

DocuSigned by:
Christopher F. Robinson 08/19/2021
By: 4121EF7DF47848E...
Christopher F. Robinson
Manager

Cc: Judd Lawrence, Bingham Engineering, via email jlawrence@binghamnet.com
Rachelle Custer, Tooele County Planning, via email rcuster@tooeleco.org
Jake Clegg, Tooele County Engineer, via email jclegg@ensignutah.com

AGREEMENT AND ACKNOWLEDGEMENT BY COUNTY:

TOOELE COUNTY,
A body corporate and politic of the State of Utah

By: *James A. Welch*
James A. Welch, County Manager

Approval as to Form:

Collin Winchester 09/28/2021
Collin Winchester, Deputy County Attorney

EXHIBIT "A"

RMP CONTRACT

[see attached]

(UT Jun2021)

Lisa Baker
Work Order #: 8057999
Cust. Acct. #:33911466 001

ROCKY MOUNTAIN POWER, a division of PACIFICORP CUSTOMER REQUESTED WORK AGREEMENT

This Customer Requested Work Agreement (this "Agreement"), dated August 2, 2021 ("Agreement Date"), is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and TOOELE COUNTY CORPORATION, ("Customer"), for work to be performed by Company for Customer at or near Pheasant Lane and Lakeshore Drive, Lake Point in Tooele County, State of Utah.

Work Requested and Customer Work Requirements:

Relocate line and provide cost to move line to underground

Remove poles on the South side of Pheasant lane and convert to underground power on the North side of the road

Overhead to Underground 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;
- 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 agreement 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 poles/facilities. Customer shall be solely responsible for making all necessary arrangements for removal of third-party facilities from Company's poles/facilities and arrangements with such third-parties for continuation of their communication lines, and paying the associated costs.

Customer Payment(s):

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 \$203,119.00. Per franchise agreement, Rocky Mountain Power is responsible for the cost of moving the overhead line in the amount of \$87,662.00, Tooele County is responsible for the cost above and beyond moving the overhead line and converting to underground with a **balance due of \$115,457.00. Estimated cost is valid for 90 days from the Agreement Date.**

Requested Date of Service: As soon as possible

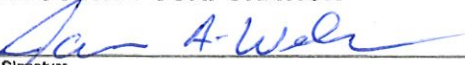
Any correspondence regarding this work shall be directed to the appropriate party as shown below:

**Tooele County
Collin Winchester
47 S Main Street
Tooele, UT 84074
Phone (435) 843-3136**

**Rocky Mountain Power
Lisa Baker, Estimator
555 North Main Street
Tooele, UT 84074
Phone (435) 833-7925
Cellular (385) 549-0658
Fax (435) 833-7979**

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.

TOOELE COUNTY CORPORATION

By 
Signature
Title County Manager
James A. Welch
Print name of Signing Officer
9/20/21
Date

ROCKY MOUNTAIN POWER

By _____
Signature.
Title Manager
Carlos Rugamas
Print name of Signing Manager/Officer

Date

APPROVED AS TO FORM:

Glen Winchester 09/20/2021
DEPUTY COUNTY ATTORNEY

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 towards work completion. Such completion is subject to timely Customer performance of any Customer required items including execution of this Agreement and associated payment. When there are emergencies or unanticipated events which cause power outages or threaten the Company's ability to provide electric service as it is legally required to provide as an electric utility company, 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 continue 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 any action arising out of its activities relating to this Agreement 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

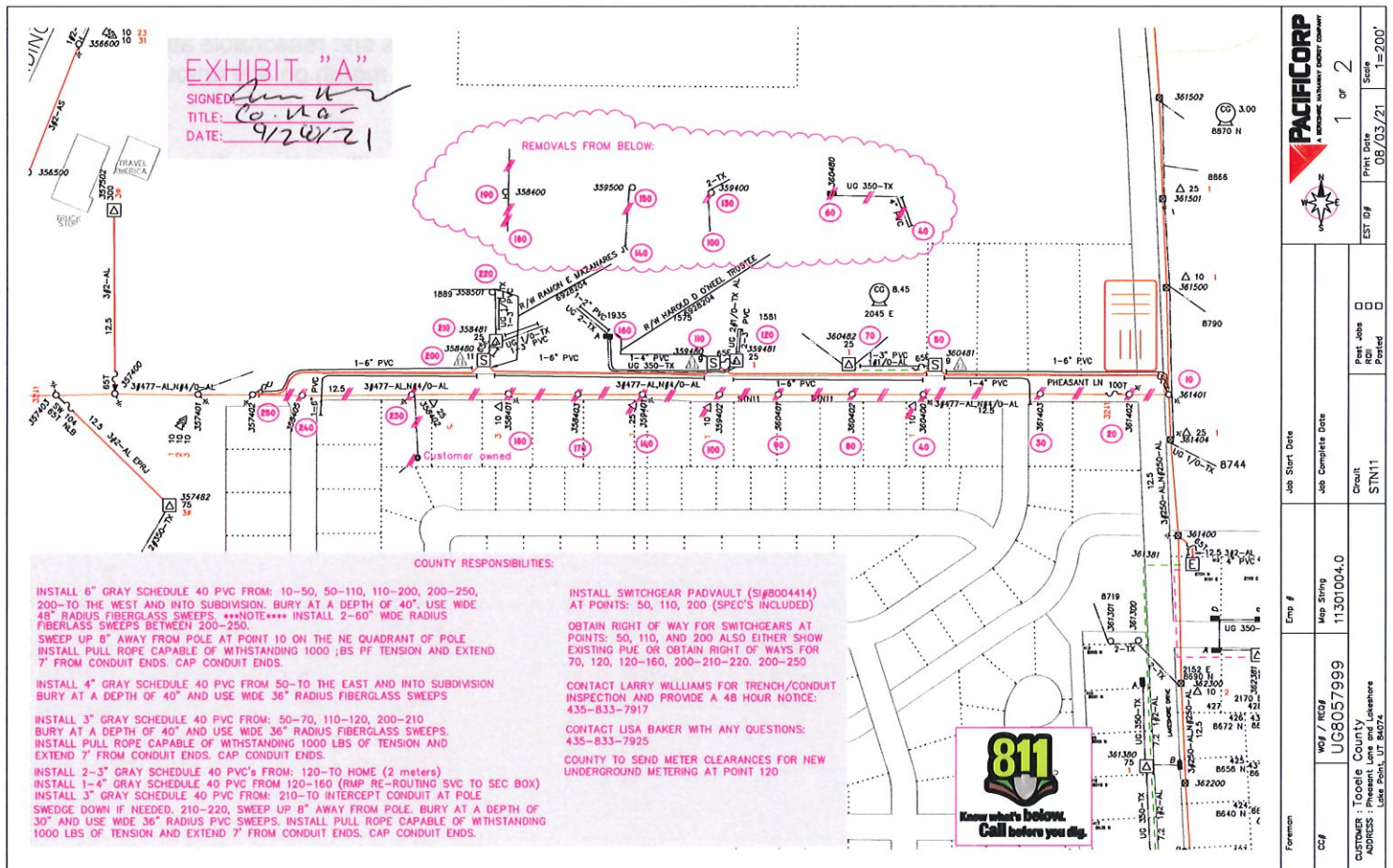
writing and shall be submitted when obtained as an addendum to this Agreement after being signed by both parties.

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.



RMP CREW:

- (10) REMOVE 3PHS TAP
150' 3#477 OH PRI FROM 10-20
REMOVE GUY AND ANCHOR
INSTALL 6" 600 AMP MILLION PRI DIP
650' 3#1000 AL UG PRI FROM 10-50
- (20) REMOVE 3PHS DDE POLE W/100T FUSING
200' 3#477 OH PRI FROM 20-30
REMOVE GUYS AND ANCHORS
- (30) REMOVE 3PHS TANGENT POLE
250' 3#477 OH PRI FROM 30-40
- (40) REMOVE 3PHS TANGENT POLE
10 KVA O/H XFMR
3" SEC RISER
150' 350 TX SEC FROM 40-60
175' 3#477 OH PRI FROM 40-80
- (50) INSTALL PME9 SWITCHGEAR
160' #1/0 UG PRI FROM 50-70
615' 3#1000 AL UG PRI FROM 50-110
- (60) REMOVE SEC BOX
- (70) INSTALL 25 KVA PADMOUNT XFMR
INTERCEPT EXISTING UG SVC'S AND CONNECT
- (80) REMOVE 3PHS TANGENT POLE
180' 3#477 OH PRI FROM 80-90
- (90) REMOVE 3PHS TANGENT POLE
135' 3#477 OH PRI FROM 90-100
- (100) REMOVE 3PHS TANGENT
180' 3#477 OH PRI FROM 100-140
10 KVA OH XFMR
65' #2 OH SEC FROM 100-130
- (110) INSTALL PME9 SWITCHGEAR
20' #1/0 UG PRI FROM 110-120
615' 3#1000 AL UG PRI FROM 110-200
- (120) INSTALL 25 KVA PADMOUNT XFMR
2-60' #1/0 UG TX FROM 120-NEW 2-UG METERS ON EXISTING HOME
200' 350 TX SEC FROM 120-160
- (130) REMOVE SEC DE POLE
#2 TX OH SVC (NEW SVC TO BE FED FROM POINT 120)
- (140) REMOVE 3PHS TANGENT POLE
155' 3#477 OH PRI FROM 140-170
25 KVA OH XFMR
100' #2 OH TX SEC FROM 140-150
- (150) REMOVE SEC DE POLE
REMOVE SEC RISER
- (160) INSTALL SEC BOX AND RE-ROUTE EXISTING SVC INTO BOX
- (170) REMOVE 3PHS TANGENT POLE
155' 3#477 OH PRI FROM 170-180
- (180) REMOVE 3PHS TANGENT POLE
215' 3#477 OH PRI FROM 180-230
10 KV OH XFMR
50' #2 TX SEC FROM 180-190
- (190) REMOVE SECONDARY POLE
REMOVE SVC RISER - RE-ROUTE SVC INTO XFMR AT 210
REMOVE GUY AND ANCHOR
REMOVE 180' #2 OH TX SEC FROM 190-220
- (200) INSTALL PME11 SWITCHGEAR
680' 3#1000 AL UG PRI FROM 200-250
20' #1/0 UG PRI FROM 200-210
- (210) INSTALL 25 KVA PADMOUNT XFMR
RE-ROUTE SVC FROM RISER INTO XFMR (CUST TO DO CONDUIT WORK)
INSTALL NEW 220' 1/0 TX SEC FROM 210-220
- (220) REMOVE SEC DE ATTACHMENT AND INSTALL SEC RISER
ATTACH OH SVC FEEDING LIGHT AND METER
- (230) REMOVE 45' 3PHS TANGENT
25 KVA OH XFMR
#2TX GOING TO CUST OWNED POLE
255' 3#477 OH PRI FROM 230-240
- (240) REMOVE 45' 3PHS TANGENT
125' 3#477 OH PRI FROM 240-250
- (250) INSTALL 45' 3PHS DE POLE INLINE
GUY AND ANCHOR TO THE EAST
6" PRI RISER

Foreman		Emp #	Job Start Date		 <div style="display: flex; justify-content: space-between; align-items: center;"> <div>2 OF 2</div> <div>EST ID# Print Date Scale</div> </div>
CC#	WO# / REQ#	Map String	Job Complete Date		
	UG8057999	11301004.0			
CUSTOMER : Tooele County ADDRESS : Pheasant Lane and Lakeshore Lake Point, UT 84074			Circuit STN11	Post Jobs <input type="checkbox"/> RQI <input type="checkbox"/> Posted <input type="checkbox"/>	08/03/21 1=200'

