Ivins City Staff Report
City Council Meeting 11/5/20

Agenda Item: Discuss and consider approval of expenditure for General Service Contract with Rocky Mountain Power for New City Hall.

Submitted by: Thomas Jorgensen, P.E., Assistant Public Works Director

Recommended City Council Action:
Approve expenditure of $31,628 plus an additional $1,000 for contingency for a total of $32,628 for the General Service Contract with Rocky Mountain Power for the New City Hall.

BACKGROUND:
Ivins City needs to enter into an agreement with Rocky Mountain Power (RMP) for RMP to extend electrical services to the new City Hall building. The City's financial obligation to extend power to the new City Hall is $31,628 while RMP agrees to invest $17,658 to fund a portion of the costs for the improvements. See the attached agreement for more information.

FINDINGS AND ANALYSIS:
Staff has reviewed the contract and is recommending that Council approve entering into a contract with Rocky Mountain Power and approve expenditure to extend electrical services to the new City Hall building.

SUPPORT MATERIALS:
General Service Contract between Rocky Mountain Power and Ivins City

FINANCIAL IMPACT:
These fees will be added to the total cost of the New City Hall project costs.

Respectfully Submitted:

Thomas Jorgensen, P.E., Assistant Public Works Director

Content Review:

Dale Coulam, City Manager

(UT Jan2020)
Account #:68627126 002
Service ID #:713131843 001
Monthly

Ruston Jenson
C/C: 11391
Request #: 6843865
Contract #:

GENERAL SERVICE CONTRACT
(1000 KVA OR LESS)
between
ROCKY MOUNTAIN POWER
and
IVINS CITY

This General Service Contract ("Contract"), dated June 9, 2020, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **Ivins City** ("Customer"), for electric service for Customer's city hall operation at or near 85 N. Main Street, Ivins, 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 120/208 volt, three-phase electric service to the Customer facilities.

2. **Contract Demand.** The 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 56 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract)(the "Contract Demand").

   After 36 months of service the Company may reduce Contract Demand to the maximum recorded and billed demand in the previous 36 months. The reduction in Contract Demand shall become effective thirty (30) days after the Company provides notice.

   Within fifteen (15) days of Customer's written request for capacity above the Contract Demand, Company shall advise Customer in writing whether the additional power and energy is currently available, or if not currently available, initiate the processes to determine the costs to make it available.

3. **Extension Costs.** Company agrees to invest $17,658.00 (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 trenching, conduit, vault and/or right-of-way ("TCVR"), when provided for Company lines and equipment, may also be subject to refund as calculated using Company standard costs. (**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 $31,878.00, and the **balance due is $31,878.00**, 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 $31,628.00.**

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) $299.06 (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 6 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. **Contract Minimum Billing Term.** This Contract becomes binding when both Company and Customer have signed it, and will remain in effect for five (5) years following the date when Company is ready to supply service (the "Term").

   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 Term.

   If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. The 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 such one-hundred fifty (150) day period, then the failure of Customer to receive service may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for remainder of the 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 third party 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 quoted in The Wall Street Journal.

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 and Deposits.** Customer represents that all information it has furnished or shall furnish to Company in connection with this Contract shall be accurate and complete in all material respects. Company will base its decision with respect to credit, deposits, allowances or any other material matter on information furnished under this section by Customer. Should such information be inaccurate or incomplete, Company shall have the right to revoke or modify this Contract and/or its decision to reflect the determination Company would have made had Company received accurate and complete information. Company may request deposits, for the purpose of guaranteeing payment of electric service bills, as permitted under the Company's Utah Electric Service Regulation No. 9.

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.**

IVINS CITY

By_____
signature

_____ _____
NAME (type or print legibly) TITLE

_____
DATE

Customer's Mailing Address for Executed Contract

Chuck Gillette
ATTENTION OF

55 N. Main Street
ADDRESS

Ivins, UT 84738
CITY, STATE, ZIP

cgillette@ivins.com
EMAIL ADDRESS

ROCKY MOUNTAIN POWER

By_____
signature

Lonnie Hoggard Manager
NAME (type or print legibly) TITLE

_____
DATE

Rocky Mountain Power's Mailing Address for Executed Contract

455 N. Old Hwy 91
ADDRESS

Hurricane, UT 84737
CITY, STATE, ZIP

ruston.jenson@rockymountainpower.net
EMAIL ADDRESS

PACIFICORP

Pacific Power | Rocky Mountain Power

ELECTRIC SERVICE REQUIREMENTS AGREEMENT – NON-RESIDENTIAL SHEET 1

Customer name/location: Ivins City Hall/85 N. Main Street, Ivins, UT **Request #** 6843865

Legal/business name: _____ **Contact person:** Chuck Gillette **Phone #** 435-668-9909

Name of subdivision: _____ **Lot #** _____ **Subdivision location:** _____

Load Information *(Commercial load sheet, electric one-line drawing, site plan, and CAD drawing required.)*

service panel size: 600 amps phases: 3 voltage: 120/208 sq. ft.: _____ motor/heat pump / AC size: _____

number of lots: _____ number of phases of development: _____

temporary service required: no ☒ yes ☐ *(fee of $_____ will appear on first monthly bill)*

party responsible for temp: voltage requested: how many temps?:

General Information

- Line extension policy explained. ☒
- Customer to call for locates? yes ☒ no ☐ N/A ☐
- Customer will accept $250 Contract Administration Credit? yes ☐ no ☐ decide later ☒ N/A ☐
- Customer given link to ESR Manual? yes ☒ no ☐
- Route (including poles, trench route and equipment locations) staked out and / or explained. ☒
- Route may be forwarded upon completion of design. ☒ *Read the back of this sheet for additional line extension information.*

Trench and Conduit *(The Customer shall provide a flat pull line(preferred) or poly rope (alternative), 1,000 lb. test minimum, for all conduit installations.)*

- Customer to install: trench ☒ conduit ☒ vault ☒
- Primary/secondary/service trench dimensions 36 " deep x 12 " wide, per ESR Manual or Power Company rep.
- No. of runs of primary conduit required 2,1 diameter 4,3 " *(Schedule 40 gray electrical grade PVC, HDPE, or fiberglass or as indicated on Power Company drawings)*
- Number of primary sweeps 90° 6 45° ___ radius long " fiberglass/steel ☒ PVC ☐ *(factory quality bend)*
- No. of runs of secondary/service conduit required 2 diameter 4 " *(Schedule 40 gray electrical-grade PVC, HDPE, or fiberglass or as indicated on Power Company drawings)*
- No. of secondary/service sweeps 90° 4 45° ___ radius long " fiberglass/steel ☐ PVC ☒ *(factory-quality bend)*

  Notes _____
- Riser location marked on pole ☐ N/A ☒
- Secure 1,000 lb. pull line inside the conduit and cap with 6 feet of extra line at both ends ☒
- Vault spec provided. ☒ Top of vault to be at final grade level? yes ☒ no ☐

Read the back of this sheet for additional information on trenching and conduit installations.

Meter Base or Termination Equipment, Installed by Customer *(Location as agreed upon, no variation without estimator approval.) Regular, safe, level, and unobstructed access to the meter for the purposes of meter reading and maintenance is required by tariff.*

- Underground-fed ☒ Overhead-fed ☐
- Manual link bypass req'd ☐ safety socket req'd ☐ C.T. enclosure required ☒ dimensions: _____ *(per ESR)*
- Switchgear service entrance required above 801 amps? yes | no ✓ Net metering? yes ☒ no ☐
- Specifications or drawings provided: _____

Read the back of this sheet for additional information on metering installations.

Before Service Can Be Provided *(Call us at 435-688-3708 to inform us of your progress on the following.)*

- Tree trimming required, to be done by: Customer ☒ Power Company ☐ N/A ☐
- Required electrical inspection discussed with Customer. *(Customer to contact City, County or State permitting office)* ☒
- Right-of-way required and explained. ☒ N/A ☐ *(additional widths may be required)*
- Contract or Letter of Agreement required and explained. ☒ N/A ☐
- Trench and conduit to be mandrel'd under Power Company supervision and inspected? yes ☒ no ☐ N/A ☐ *(Call 435-680-3200 for trench inspection with minimum 48 hrs notice.)*
- Other information needed from Customer before design can take place:

Read the back of this sheet for additional information on requirements.

Notes: Is this agreement accompanied by a sketch sheet (sheet 2)? yes ☒ no ☐

Changes to this agreement must be communicated and agreed to by the Estimator or Manager. Your estimate is good for 90 days. If you request changes to the estimate or design, or if it must be recreated after cancellation, the Power Company may require a non-refundable re-engineering fee (minimum of $200), payable in advance.

PacifiCorp representative's signature and P# *Customer's (or representative's) signature* *Date*

Load Information - The load information you provide is used in sizing the Company facilities to meet your electrical demands. It is imperative that you provide accurate information and notify your estimator of any changes as quickly as possible.

General Information

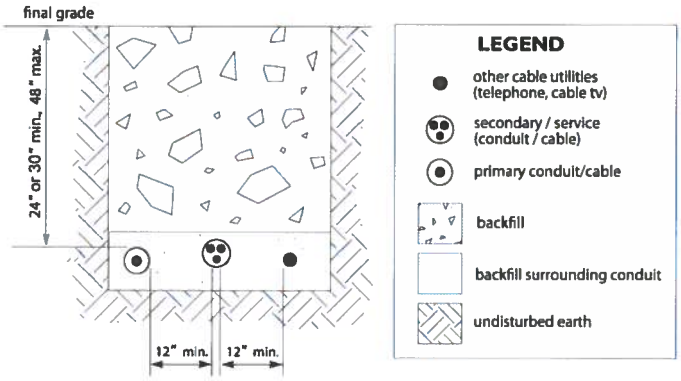
- Line Extension Policy information can be found online at www.pacificpower.net or www.rockymountainpower.net by navigating as follows: *Business > Rates & Regulation > Choose your State > Approved Tariffs, Rate Schedules or Rules.*
- The Customer shall call 8-1-1 (Call Before You Dig) for underground utility cable locations at least 48 hours (two full working days) prior to any excavation.
- By accepting the $250 Contract Administration Credit, you waive your right to future refunds (if applicable).
- Contact the Estimator if you wish to relocate the route as designed. Do not relocate the Estimator's stakes.
- The Customer is responsible for following the specifications in this document, as well as those in the Six-State Electric Service Requirements Manual (**ESR**). The ESR can be found online at www.pacificpower.net/ESR or www.rockymountainpower.net/ESR.

Trench & Conduit

- Electric utilities (cable TV, telephone) shall have at least 12" of horizontal clearance from primary and secondary cables.
- Non-electric utilities (Gas, Water, Sewer, etc.) and privately-owned facilities shall not be installed in the power trench without prior approval by the power company.
- Contact your Estimator if you plan to change the route of the service, install more sweeps, or increase the length.

Note: Ten feet (10') of level ground, free from obstructions, is required in front of equipment pads. Three feet (3') of clearance is required on the remaining three sides.

Main Trench



Conduit/ Cable	Minimum Cover (in.)	Minimum Trench Depth (in.)	Minimum Burial Depth (in.)
Primary	30	36	48
Secondary/Service	24	30	48

Additional General Requirements (See the ESR Manual for all requirements.)

- The height of the meter shall be no greater than 72". The socket's center shall be no less than 48" above the ground.
- In installations with two or more units, each metered service shall be permanently labeled with the Customer's address with a metal or hard plastic engraved label.
- For an overhead service, a 24" minimum tail is required to be left out of the service mast.
- For an overhead service to a meter pole, the pole shall be no less than 5½" in diameter at the top, treated, set at least 60" deep, and the bottom of the weatherhead shall be located within 12" of the top of the pole. Used poles must be approved.
- Poles must be accessible to Power Company power-lift aerial equipment.
- The Electrical Inspector (State, County, or City) is the proper person to answer most questions regarding your wiring and equipment beyond the interconnection with the Power Company's supplied service.

Before Service Can Be Provided

- If overhead primary service is to be installed, trees and limbs shall be cleared 10' from each side of the line. **DO NOT TRIM TREES WITHIN 10' OF EXISTING OVERHEAD PRIMARY LINES**. Walk the route with your Estimator to determine acceptable vegetation and appropriate clearances.
- The Power Company will prepare easement documents. The Customer shall return the signed easement and pay any associated costs.
- Underground cable and conduit installations shall not be energized until the proper select backfill over the cable or conduit has been inspected by the Power Company representative. The Customer is responsible for providing the backfill and the final cover of the trench.
- The Power Company's schedule for construction on your project depends on the project's size, the type of material ordered (some materials have long lead delivery dates), the workload of the Power Company in your area, and changes to the initial design. Work shall not be scheduled until you have met all of the requirements detailed on this form and the ESR (www.pacificpower.net/ESR or www.rockymountainpower.net/ESR), and have called in to inform the Power Company.