

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 18-8-15A

RESOLUTION AUTHORIZING AGREEMENT WITH PUGET SOUND ENERGY (PSE) FOR THE INSTALLATION OF COMMERCIAL ELECTRIC FACILITIES AT 21420 31ST AVENUE SOUTH RELATING TO PROJECT 16-3 MANSION HILL RESERVOIR RELOCATION

WHEREAS, the project scope of work requires the need to relocate existing above ground electrical facilities in conflict with the proposed work and to upgrade electrical service to the Mansion Hill Reservoir site; and

WHEREAS, PSE is the regional power utility provider and submitted a cost to the District to provide electrical service to the site for \$34,383.50 (attached as Exhibit A and incorporated herein by this reference).

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Commissioners authorizes the General Manager or designee to enter into an agreement with Puget Sound Energy for Commercial Electric Facilities for a not-to-exceed amount of \$34,383.50 for Project 16-3.
2. The General Manager or designee is authorized to execute any necessary easements associated with the proposed work.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **15th day August 2018**.

BOARD OF COMMISSIONERS

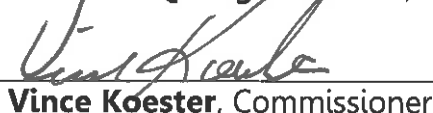


Daniel Johnson, President



Kathleen Quong-Vermeire, Secretary

Todd Fultz, Commissioner



Vince Koester, Commissioner



George Landon, Commissioner



COMMERCIAL ELECTRIC FACILITIES CONTRACT

 Date
 8/10/18

 Contract is subject to
 revision after 90 days

EXHIBIT A

CUSTOMER (OWNER) NAME Highline Water District (Attn: Jeremy Delmar)		CO-OWNER NAME (IF APPLICABLE)	
SERVICE ADDRESS 21420 31st Avenue South	CITY Kent	STATE WA	ZIP 98032
BILLING ADDRESS 23828 30th Ave S	CITY Kent	STATE WA	ZIP 98032
PHONE	EMAIL	PSE WORKORDER NO. 101112663	

Summary of Charges:	Brief Description of Work:
Construction Costs: <u>\$0.00</u>	N/A
Transformation Charges: <u>\$0.00</u>	
Less Applicable Margin Allowance: <u>\$0.00</u>	
<u>Sub-Total (Potential Refundable Costs): \$0.00</u>	
Permitting Fees*: <u>\$902.32</u>	Brief Description of Other Costs: Permit fees, removal of existing facilities, installation of new poles, removal of overhead wires, installation of new secondary riser, installation of hand hole. ***Please note below charges will be applied at a later date after completion of project.***
Relocation/Removal of Existing Facilities: <u>\$15,865.92</u>	
Other Non-Refundable Construction Charges: <u>\$17615.25</u>	
<u>Sub-Total (Non-Refundable Costs): \$34,383.50</u>	
<u>Total Amount to be Billed Under This Contract: \$34,383.50</u>	
Customer Initials _____	

*If the above Permitting Fees are associated with service work only, those costs will be billed with the applicable service charges below after the service is energized.

PERMANENT AND TEMPORARY SERVICE CHARGES ARE NOT INCLUDED IN YOUR LINE EXTENSION

Any applicable charges listed below will be billed after your service line installation. Base Costs include Schedule 87 tax and are current costs effective 03/02/2018. These charges also do not include permitting fees or trenching and other excavation related work that is your responsibility.

Service Type	Base Cost
Single wire run to handhole or transformer	\$544.69
Each additional run of wire(per circuits)	\$126.21
Each additional trip beyond 1 st trip due to customer requirements	\$373.09 per trip
Hourly rate for additional engineering	\$162.74
Underground Temporary Service Charge	\$186.00
Overhead Temporary Service Charge	\$248.00
Overhead Permanent Service Charge	\$695.26

Customer Initials: _____

By signing this contract you are authorizing PSE to continue with all the needed elements to complete your project. Upon receipt of a signed contract, PSE will bill you for the amount indicated on the "Total Amount to Be Billed Under This Contract" line. The bill will sent to the billing address listed on this contract. PSE requires payment of these line extension charges prior to scheduling construction. Payments can be made via pse.com (fees may apply), by mail, or at a PSE Pay Station. Delaying payment may result in a construction delay for your project. Customer requested changes in the scope of the project may result in additional charges, and/or delays to your project.

Signature: _____ Name: Jeremy Delmar Title: _____ Date: _____



PSE ELECTRICAL FACILITIES EXCAVATION REQUIREMENTS AND FINAL GRADE CERTIFICATION

PURPOSE

This document is an agreement between Puget Sound Energy (PSE) and the **Owner/Developer** (Developer) who is providing excavation for the installation of PSE's facilities. This document **does not** provide an easement for operating rights. If PSE determines that a recordable easement on the Developer's property or other property is necessary, it shall be the Developer's responsibility to obtain such easements in a form acceptable to PSE prior to construction.

EXCAVATION REQUIREMENTS

The requirements and conditions outlined below apply when you provide the excavation for PSE's electrical facilities as a condition of receiving electrical service for your project. If you need additional information, please call the PSE contact person listed below.

1. Developer is responsible for acquiring utility locates by calling One-Call, 1-800-424-5555 at least 48 hours (two full working week days) prior to digging. The excavation must meet the requirements of the Washington Administrative Code and Safety Standards.
2. Developer shall call the PSE contact person noted below for trench and route approval prior to starting excavation.
3. The electrical primary trench shall be excavated to provide a minimum of 36 inches of facility coverage, to a maximum trench depth of 48 inches. The electric service trench shall be excavated to provided a minimum of 24 inches of facility coverage, to a maximum trench depth of 36 inches. A 12 inch horizontal separation is required between PSE electrical facilities and other utilities within a joint trench.
4. All back fill must be free of sharp objects and construction debris. Developer shall provide and install sand bedding and shading for electrical facility protection as directed by PSE's contact person. Developer is responsible for any damages caused by improper backfill or compaction.
5. Developer agrees to maintain a minimum of 2 feet of horizontal clearance between PSE conduit, pipe or conductors and any foundation on Developer's property.
6. The vault excavation shall be dug to the dimensions noted on the attached work sketch. Vault holes shall have a solid level bottom with a 6 inch deep layer of crushed rock bedding.
7. Developer shall provide the excavation for PSE electrical facilities within the designed location. Developer shall identify and provide final grade, property lines, and utility easements prior to installation of PSE's electrical facilities.
8. Developer will be financially liable for the relocation of PSE's facilities which are inadequately covered, located outside the area where PSE has adequate operating rights, improperly graded inhibiting standard access and/or any damages resulting from dig-ins due to changes or variations in grade that are made after the installation of PSE's facilities.

FINAL GRADE CERTIFICATION

By my signing below, I certify that the electrical facilities work area shall be at final grade prior to excavation. I assume full responsibility for my excavation work and the resulting location of these facilities. I also agree to indemnify, defend, and hold harmless Puget Sound Energy from all liability arising out of, or in connection with my work, including but not limited to all claims, losses, damages, and expenses, including reasonable attorney's fees, which result from my failure to excavate within easement areas or rights-of-way, or from digging without adequate rights on adjoining properties.

Service Address: 21420 31st Avenue South Kent 98032 Work Order Number: 101112663

Signature: _____ Name: Jeremy Delmar Title: _____ Date: _____



REQUIREMENTS FOR TRENCHING BY CUSTOMERS ON PUBLIC RIGHT-OF-WAYS AND/OR ON PUGET SOUND ENERGY, INC. EASEMENTS

The following outlines most local governmental guidelines and company standards for trenching on a public right-of-way or Puget Sound Energy, Inc. (PSE) easement. Any trenching performed by the customer, or their contractor, under a PSE permit or easement must comply with these requirements.

1. All trench construction must be performed by a Washington State licensed and bonded contractor.
2. Trench excavation, backfill, restoration, and facility placement must be coordinated with a PSE designated representative, and receive on-site approval by that representative, and local jurisdiction.
3. Right-of-way easement trenching and backfill must be performed during normal business hours, Monday through Friday. Same day excavation and backfill is required for all trenching. Job start notification to the local jurisdiction is the responsibility of Potelco, Inc. Customer shall notify Potelco Project Manager three working days prior to trenching. Penalties for failure to comply with this requirement will be borne by the customer.
4. If the job scope requires excavation beyond a single day, fencing and barricading must be installed around utility facilities exposed above the trench, if allowed, must be in accordance with local regulatory requirements.
5. PSE, all participating utilities, and One-Call Locate, must be notified a minimum of 72 hours in advance of the date and time for right-of-way trenching and facility placement. The One-Call Locate number is 1-800-424-5555. State law requires locating service notification.
6. Excavated material must remain clear of the roadway whenever possible. Excavation material, spoils, and debris shall be removed off-site each day, in accordance with local regulatory requirements. All erosion control requirements in accordance with local regulatory requirements are the responsibility of the customer.
7. Material excavated from the shoulder of the right-of-way shall be properly disposed, and replaced with select backfill material in accordance with local regulatory requirements.
8. Proper compaction is required to comply with local regulatory specifications. If the permit requires compaction testing, the cost of said testing is the responsibility of the customer.
9. All permit requirements, traffic control plans, traffic control and flagging shall meet local regulatory specifications and satisfaction.
10. In the event of failure to abide by the above requirements, PSE reserves the right, at its sole discretion, to assume trenching. In the event of delays due to equipment failure, PSE may assume trenching to meet regulatory and joint construction requirements. The customer is responsible for all trenching costs, and will reimburse the company for costs should PSE perform the trenching.

Customer Initials: _____

11. The customer agrees to indemnify, defend and hold harmless PSE from all liability (including reasonable attorneys' fees) arising out of, or in connection with, the above mentioned trenching activities.

Customer Initials: _____

I AGREE TO ADHERE TO THE ABOVE CONDITIONS

Service Address: 21420 31st Avenue South Kent 98032 Work Order Number: 101112663

Signature: _____ Name: Jeremy Delmar Title: _____ Date: _____

TERMS AND CONDITIONS

PROJECT INFORMATION

1. The attached PSE drawing shows the proposed scope of your project including the location of permanent, above ground electrical facilities required to provide electrical service to your project. Fault current information for transformers associated with your project is noted on the work sketch drawing. Please review this drawing as soon as possible to ensure there are no unforeseen conflicts between PSE's design and your project. If you determine there are conflicts or if you identify a discrepancy while reviewing the drawing for your project, please contact me at the number below.
2. Additional construction-related information and information on metering and service entrance requirements are provided in PSE's Electric Service handbook for commercial projects. If you would like a copy of the handbook please contact me at the number below. It is your responsibility to provide your project manager, site superintendent, and/or subcontractors with any relevant information from this correspondence that apply to their work in support of your project.
3. The Excavation Requirements & Final Grade Certification must be signed by the project owner or designee and returned to me along with a signed copy of this contract.
4. Transformers have been sized for diversified commercial loads only, and shall not be used for high load factor (continuous) temporary power uses, such as electric heaters for dry-out. Fault currents for non-residential transformers in your project are noted on the attached PSE design drawing. Please notify the PSE representative listed on this contract immediately if you believe there are conflicts between this design and your project. It is your responsibility to provide your project manager, site superintendent, and subcontractors with any information from this correspondence and its attachments that apply to their work.

POTENTIAL REFUNDS

Margin Allowance:

If PSE has not provided a Margin Allowance or if your Margin Allowance exceeds \$75,000, PSE agrees to calculate and refund the Margin Allowance, subject to Schedule 85, up to two (2) years after the line extension is energized. Customers are responsible for making the refund request.

DIM Refund:

Other refunds associated with the line extension charge may be available if additional permanent service hook-ups are made to your line extension. These service hook-ups must be made within five (5) years of the date on which your project is initially energized. Customers are responsible for making all refund requests. A refund may be requested one (1) time within six (6) years of the date on which your line extension is initially energized. It is the customer's responsibility to make the refund request. Your refund request should be directed to PSE's Customer Accounting Coordinators at Schedule85refundrequests@pse.com.

RATE SCHEDULE 85

All terms and conditions, costs, and refunds are in accordance with PSE's Rate Schedule 85, and any discrepancies between this contract and the Rate Schedule will be resolved in favor of the Rate Schedule. Rate Schedule 85 contains more detailed information covering costs, refunds, rights, and obligations than is reflected in this contract. The entirety of Rate Schedule 85 can be viewed at PSE's website www.pse.com.

This cost information is valid for 90 days from the date of this contract. Should we receive your contract after this period, the costs will be subject to changes.

The amount noted on this contract is an estimated cost; however PSE's Schedule 85 line extension tariff requires customers to pay the actual cost of construction. PSE will determine the actual cost of the job once construction is complete. If the actual cost of the job is 10% above or below the estimated cost, an additional billing or refund will result to account for the difference.

Agenda Item No.: 5.1
Agenda Date: 08/15/18
Reviewed By: [Signature]

Subject: Authorize Agreement with Puget Sound Energy (PSE) for Commercial Electric Facilities
Project 16-3 Mansion Hill Reservoir Relocation

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input type="checkbox"/>
<i>Engineering/Operations</i>	<input checked="" type="checkbox"/>

FINANCIAL			
<i>Expenditures?</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
<i>Budgeted?</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Amount: \$ <u>34,383.50</u>			

ATTACHMENTS:

1. Resolution 18-8-15A
2. Exhibit A – PSE Cost for Commercial Electric Facilities

COMMENTS:

The project scope of work requires the need to relocate existing above ground electrical facilities in conflict with the proposed work and to upgrade electrical service to the Mansion Hill Reservoir site.

PSE is the regional power utility provider and submitted a cost to the District to provide electrical service to the site for \$34,383.50.

Staff recommends approval of this resolution and the General Manager concurs.