



City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: May 20, 2016	Department: Public Works
Meeting Date: June 7, 2016	Department Head: Mark Westenskow
	Presenter: Mark Westenskow

**Subject:** Service Line Agreement with Questar Gas for Hutton Heights Lift Station

**Background/Alternatives:** The new Hutton Heights Lift Station is being equipped with a natural gas backup generator. The service line that was present at the location is too small to provide adequate gas flow to the generator. The attached Agreement is to upsize the gas line to the generator and establishes a new service account for the Lift Station.

**Attachments:** Service Line Change Agreement Standard Form

**Fiscal Impact:** The cost of the new line is \$494.76. It will be paid out of the Wastewater Enterprise Fund. (72.500.555.WWLSMT.63.30)

**Staff Impact:** N/A

**Legal Review:** Complete

**Suggested Motion:** "I move to approve the Service Line Agreement with Questar Gas for Hutton Heights Lift Station in the amount of \$494.76 and authorize the Mayor to sign the Agreement."

# QUESTAR SERVICE LINE CHANGE AGREEMENT

## Gas STANDARD FORM



v1015 CENTER **RSW** JOB ID **SJ0001544388** SERVICE LINE ID **SL0000957645**

CUSTOMER <b>CITY OF GREEN RIVER</b>		APPLIANCES TO BE CONNECTED		METER PAD
SERVICE ADDRESS <b>98 UINTA DR 48 48</b>		#	TYPE	BTU
SUBDIVISION		1 GENERATOR		682000
CITY OR COUNTY <b>GREEN RIVER</b>		Total BTU		682000
STATE <b>WY</b>	ZIP CODE <b>82935</b>			METER PRESSURE
MAILING ADDRESS <b>50 E 2ND N GREEN RIVER, WY 82935</b>				2 lb
SERVICE LINE COSTS Please pay this amount: <b>494.76</b>		RISER LOCATION Special - SEE DRAWING		METER PROTECT
		JOB TYPE CHANGE (SERVICE)		● Not Required ○ By Customer ○ By QGC
		SPECIAL CONDITIONS		
PIPE SIZE <b>3/4"</b>	TOTAL CUSTOMER COST NOW DUE <b>\$494.76</b>			

Please submit payment to Questar Gas, ATTN Remittance DNR 107, PO Box 45360, Salt Lake City, Utah 84145-0360  
To pay with credit card please call 1-800-323-5517 or go to speedpay.questar.com

### TERMS AND CONDITIONS

- Scope of Work.** Questar Gas Company ("Questar Gas") shall construct and install a natural gas service line and appurtenant facilities as set forth above (collectively the "Facilities"). Installation of the Facilities, as specified above and as designated in the field, as well as any related work, is referred to as the "Work". This Agreement shall not be deemed to be in force until (a) Customer has signed this Agreement and (b) Questar Gas either signs this Agreement or commences the Work.
- Cost of the Work.**
  - Customer agrees to pay to Questar Gas the full and complete cost of materials, construction, installation, permitting, procuring rights-of-way, complying with terms of rights-of-way, environmental costs, weather-related costs, tax consequences related to the contribution in aid of the construction, and any costs arising from Customer requests or Customer caused delays (collectively "Construction Costs"). Questar Gas personnel costs and overhead shall be borne solely by Questar Gas.
  - Customer agrees to pay, prior to the date of installation, any and all Construction Costs. Customer shall also pay any additional Construction Costs that may arise during installation, including but not limited to frost and/or rock trenching ("Additional Construction Costs") within 30 days of the Questar Gas invoice date. Any change to the length or scope of the Facilities, whether due to Customer request or Questar Gas' determination, in its sole discretion, that the initial design must be modified, that result in increased Construction Costs shall also be included as Additional Construction Costs.
  - Interest accrues at the rate of 6.0% per annum on any amount due from such installation or invoice date until the amount due is paid in full. Customer will pay all costs and attorney's fees incurred in the collection of any amount.
- Rights-of-Way.** Customer agrees to provide Company with any necessary rights-of-way required to complete the Work. Company is not obligated to perform unless rights-of-way have been granted.
- Cancellation.** If the Work does not begin within six months of the effective date of this Agreement, Questar Gas may, at its option, cancel this Agreement and charge Customer for any Construction Costs incurred up to the date of cancellation.
- Subcontractors.** Questar Gas may subcontract with third parties for the provision of any of the services contemplated by this Agreement.
- Contamination.** If Questar Gas encounters any contaminated soil or groundwater during the trenching and installation of facilities that requires remediation or disposal, or poses a hazard, Questar Gas may suspend the installation or trenching until the contamination is removed, disposed of and/or remediated to Questar Gas' satisfaction and at no cost to Questar Gas. If Questar Gas elects to remediate the contamination, Customer shall pay all costs incurred by Questar Gas arising from or caused by the remediation as Additional Construction Costs.
- Force Majeure.** Questar Gas shall have the right to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs or ensure the safety of its customers due to emergencies or in the event Questar Gas is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, and Questar Gas shall not be responsible to Customer or any third party for construction delays resulting from such allocation. Questar Gas shall not be responsible for any delay to the extent arising from or caused by (a) the performance of Customer's responsibilities under this Agreement or (b) shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions (including, but not limited to, conditions that, in Questar Gas's sole judgment, prevent it from safely excavating or backfilling trenches or installing facilities using its normal construction methods and equipment), government rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary land rights, act of God, or any other cause or condition beyond the control of Questar Gas.
- Ownership of Facilities.** The Facilities that Questar Gas constructs to render natural gas service shall at all times remain solely the property of Questar Gas.
- Natural Gas Service.** This Agreement is not an agreement to provide natural gas service. Upon completion of the Facilities, Questar Gas will provide natural gas service utilizing the Facilities in accordance with the Questar Gas Company Wyoming Natural Gas Tariff 14 ("Tariff") on file with the Wyoming Public Service Commission ("Commission") as may be revised from time to time.
- Relocation.** Questar Gas shall have no obligation to relocate any of the Facilities. If Customer requests that any of the Facilities be relocated, and Questar Gas agrees to relocate the facilities, then Customer shall bear all costs associated with any relocation.
- Work Site Preparation.**
  - Prior to installation of the service line, Customer will ensure that: (i) no parallel utilities are within three feet of the service line location; (ii) the riser location is at least three feet horizontally from electrical panels or meters, air intakes, permanent openings or roof valleys; (iii) grade lines are marked on the building foundation with a horizontal line; (iv) grade is within six inches of finished grade from curb to structure; (v) building materials are cleared from the line locations; (vi) no open trenches where the Work will be performed.
  - Prior to contacting Company to request a gas meter set, Customer will ensure that: (i) the fuel line is run from the gas appliances to the meter location area; (ii) meter protection and pad, if required, is in place; (iii) an appliance installation permit, where required, is obtained from the city and/or county governing agency.
- Indemnity.** To the fullest extent permitted by law, Customer shall release, indemnify, hold harmless, and defend Questar Gas, its parent company, affiliates at any tier, and contractor(s) at any tier and their respective directors, officers, employees, and agents (collectively "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, liens, fines, and actions of any nature whatsoever, including but not limited to attorney fees and defense costs (collectively "Liabilities") arising out of, related to, or in connection with any Work contemplated by this Agreement; however, in no event shall Customer be required to indemnify or defend the Indemnified Parties from and against any Liabilities to the extent caused by the negligence or willful misconduct of Questar Gas or Questar Gas's contractors at any tier. The release, indemnification, hold harmless, and defense obligations of this Agreement extend, but are not limited to, Liabilities in favor of, claimed, demanded or brought by Customer itself, Customer's employees or subcontractors, employees of the Indemnified Parties, or third parties on account of injury, death, property damage, or other losses. Without relieving Customer of any obligation under this Agreement, Company may, at its option, fully participate in the investigation, defense, and settlement of any Liabilities.
- Severability.** If any provision or part of a provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but this Agreement shall be construed as if it did not contain such invalid, illegal, or unenforceable provision. Each provision shall be deemed to be enforceable to the fullest extent available under applicable law.
- Survival of Terms.** The Parties' representations, rights and obligations of indemnity, and payment created or required to be enforced shall survive termination of this Agreement.
- Applicable Law.** This Agreement is governed by Wyoming law and the Tariff, rules, and regulations on file with the Commission. In the event that the Tariff, rules, or applicable regulations conflict with any term in this Agreement, the Tariff, rules or applicable regulations shall govern.
- Authority.** Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Agreement to be effective as of the day and year set forth below.

**CITY OF GREEN RIVER**  
CUSTOMER

Prepared by: Lopez, Arthur

**QUESTAR GAS COMPANY**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE

DATE

TITLE

DATE