



MAIN EXTENSION AGREEMENT

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CENTER SPV	JOB ID MJ0002033266	MAIN EXT ID ML0001051580	CONTRACT ID ME0001059990
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NATURAL GAS APPLIANCES TO BE CONNECTED

CUSTOMER COMMUNITY DEV. & RENEWAL AGENCY OF SANTAQUIN CITY		TYPE	QUANTITY
APPROXIMATE MAIN LOCATION TIMPANOGAS TERRACE 200 N SUMMIT RIDGE PKWY 1300 W			
SUBDIVISION SANTAQUIN PEAKS INDUSTRIAL	LOT RANGE 9		
CITY OR COUNTY SANTAQUIN	STATE UT	ZIP CODE 84655	
OWNER			
MAIN EXTENSION COSTS Contracted length of main Installation charges	3145 \$57,099.50	JOB TYPE NEW MAIN INSTALL	
		SPECIAL CONDITIONS INSTALL GAS LINES AS INDICATED ON 170 DRAWING WILL BE INSTALLING 6", 4" AND 2" GAS LINES FOR FUTURE INDUSTRIAL PARK INSTALL GAS LINES IN 10 FT PUE, ABOUT 13 FT BACK OF CURB. STREET PROFILE IS 10 FT PUE, 5 FT WALK AND 2 FT CURB WILL NEED TO COMPACT GAS MAINS AT ENTRANCE OF TIMPANOGAS TERRACE AND DRY MOUNTAIN DRIVE ROADS AT SUMMIT RIDGE PKWY. DEVELOPER TO INSTALL CASINGS AS INDICATED ON DRAWING. ALL CASINGS TO BE WHITE SCHEDULE 40 PVC PIPE. CASINGS TO BE INSTALLED 42" DEEP WITH 3 FT CLEARANCE FROM ALL OTHER UTILITIES. DEVELOPMENT WILL NEED TO BE WITHIN 6" OF FINAL GRADE BEFORE INSTALLATION. WILL NEED A CITY PERMIT TO PERFORM WORK	
TOTAL CUSTOMER COST NOW DUE	\$57,099.50		
Please submit payment to Enbridge Gas , PO Box 45360, DNR 526, Salt Lake City, UT 84145			
To pay with credit card please call 1-800-378-1269 or go to https://internet.speedpay.com/enbridgegaspreconstruction			

TERMS AND CONDITIONS

- Scope of Work.** Enbridge Gas Utah ("Company") shall construct and install a natural gas main line extension 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) Company either signs this Agreement or commences the Work. **Company does not agree to and expressly rejects any changes made by Customer to this form.**
- Cost of the Work.**
 - Customer agrees to pay to Company 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"). **THE COSTS SHOWN ABOVE ARE GUARANTEED ONLY FOR THIRTY (30) DAYS FROM EXECUTION OF THIS AGREEMENT. After such thirty (30) days, any and all costs may change until the time the Work is performed.** Company personnel costs and overhead shall be borne solely by Company.
 - Customer agrees to pay, prior to the date of installation, the Total Amount Now Due shown above. Subject to subsection (a) above, Customer shall also pay any additional Construction Costs that may arise during installation, including but not limited to increased costs of labor and/or materials, frost, and/or rock trenching ("Additional Construction Costs") within thirty (30) days of the Company invoice date. Any change to the length or scope of the Facilities, whether due to Customer request or Company' 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. In the event of significant increases in Construction Costs due to Enbridge Gas's determination that the initial design must be modified, Enbridge Gas shall promptly notify Customer prior to incurring such 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 due to a delay caused by Customer, Company may, at its option, cancel this Agreement and charge Customer for any Construction Costs incurred up to the date of cancellation.
- Subcontractors.** Company may subcontract with third parties for the provision of any of the services contemplated by this Agreement.
- Contamination.** If Company encounters any contaminated soil or groundwater during the trenching and installation of facilities that requires remediation or disposal, or poses a hazard, Company may suspend the installation or trenching until the contamination is removed, disposed of and/or remediated to Company's satisfaction and at no cost to Company. If Company elects to remediate the contamination, Customer shall pay all costs incurred by Company arising from or caused by the remediation as Additional Construction Costs.
- Force Majeure.** Company 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 Company is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, and Company shall not be responsible to Customer or any third party for construction delays resulting from such allocation. Company 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 Company'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 Company.
- Ownership of Facilities.** The Facilities that Company constructs to render natural gas service shall at all times remain solely the property of Company.
- Natural Gas Service.** This Agreement is not an agreement to provide natural gas service. Upon completion of the Facilities, Company will provide natural gas service utilizing the Facilities in accordance with the Enbridge Gas Utah Natural Gas Tariff, PSCU 500 ("Tariff") on file with the Utah Public Service Commission ("Commission") as may be revised from time to time.
- Relocation.** Company shall have no obligation to relocate any of the Facilities. If Customer requests that any of the Facilities be relocated, and Company agrees to relocate the facilities, then Customer shall bear all costs associated with any relocation.
- Grade and Curbing.** Customer will ensure that the grade of the proposed main extension location is within six inches of finished grade, and no parallel utilities will be within three feet of this main extension. After installation, the trench will be backfilled up to the existing grade. Customer agrees to pay any costs incurred to repair, replace, raise, lower, or relocate the main extension because of grade changes subsequent to installation. At its sole discretion, Company may install the main extension based on curb-line stakes provided by the Customer.
- Indemnity.** To the fullest extent permitted by law, Customer shall release, indemnify, hold harmless, and defend Company, 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 Company or Company'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 Utah 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.**

COMMUNITY DEV. & RENEWAL AGENCY OF SANTAQUIN CITY

Enbridge Gas

CUSTOMER

BY: _____

BY: _____

TITLE

DATE

TITLE

DATE

General Project Diagram

