

TOOELE CITY CORPORATION

RESOLUTION 2024-80

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH CACHE VALLEY ELECTRIC COMPANY FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF 1000 NORTH AND 520 EAST.

WHEREAS, after thorough study, Tooele City has decided to install a traffic signal ("Project") at the intersection of 1000 North Street and 520 East Street; and,

WHEREAS, Cache Valley Electric Company has submitted a cost proposal for the Project of \$147,601 (see Exhibit A); and,

WHEREAS, the notice and bidding requirements of UCA Section 72-6-108 are not required because the Project cost does not exceed the threshold established in UCA Section 72-6-109; and,

WHEREAS, the notice and bidding requirements of the Tooele City Purchasing Policies and Procedures (adopted 2022) do not apply because Cache Valley is a State-approved contractor; and,

WHEREAS, the agreement with Cache Valley is attached as Exhibit A; and,

WHEREAS, City Council approval of this agreement is required by City Purchasing Policies and Procedures because the Project cost exceeds \$30,000:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement attached as Exhibit A is hereby approved, and that the Mayor is authorized to execute the agreement.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this 2nd day of October, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

Mary

Melodi M. Goehs

Justin Brady

Mark

McCall

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

Debra E. W.

ATTEST:

Michelle Y. Pitt
Michelle Y. Pitt, City Recorder



Approved as to Form:

Roger Evans Baker
Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Agreement and Cost



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and **Cache Valley Electric Company of 1338 S Gustin Rd. Salt Lake City, Utah 84104**, a(n) corporation, (hereinafter "Contractor") enter into this Agreement on the **4th day of October, 2024** (the "Effective Date").

Now, therefore, in consideration of the promises contained in this Agreement, the City and the Contractor agree to the following:

1. Services (Scope of Work). The Contractor shall provide the following services to the City:

See attached Proposal/Contract for the 1000 North 520 East Traffic Signal Installation – Attachment 1
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor's performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of **\$147,601.00** for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by **April 2, 2025**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.
 - c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased

and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.

- d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.
 - e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
 - f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature

Print Name/Title: _____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney
(Revised 04/27/2023)



**UTAH RETIREMENT SYSTEMS
POST-EMPLOYMENT/POST-RETIREMENT
RESTRICTIONS ACT CERTIFICATION & RELEASE**

Tooele City is a Utah Retirement System (URS) participating agency. As a participating agency, post-retirement employment/vendor/contractor rules apply. Post-retirement employment means returning to work either on our payroll or as a vendor/contractor for a URS participating employer following your retirement date with the Utah Retirement Systems. Different standards apply depending on whether you return to work within one year or after one year from your retirement date with URS.

You must separate from employment (including part-time and vendor/contractor arrangements) with any participating employer for one year following your retirement date with URS, unless eligible exclusions apply.

You are responsible for understanding post-retirement employment rules and ensuring there is no violation of such rules by providing services to Tooele City Corporation. **If you have any questions, call the URS office at 801-366-7770 or 800-695-4877 before you begin any work for or provide any services to Tooele City.**

CHECK APPLICABLE BOX:

- ☐ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- ☐ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- ☐ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

[State law requires that the City, through Human Resources, provide such information to URS.]

As a condition of doing business with Tooele City, you hereby accept responsibility and waive all claims of joint liability against Tooele City for any violations of the URS post-retirement re-employment/vendor/contractor rules.

Contractor Signature

Date



Signal & Utility Division
1338 S. Gustin Rd.
Salt Lake City UT 84104
(801) 908-6666

Proposal / Contract

Date: 9/23/24

To: Jamie Grandpre (Tooele City)

Project: Tooele City 1000 North 520 East

Job Specifications and Price (if unit prices are quoted, units will be measured on completion and invoiced at these rates).

Proposal:

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total</u>
xxx	Traffic Signal System	1	LS	\$146,570.00
xxx	Additional Ped Pole 1000 N. 100 E.	1	LS	\$1,031.00
Total:				\$147,601.00

Clarifications:

- RMP Fees, Permits, bond and survey are excluded.
- Utility fees are also excluded.

Please call if there are questions.

Pricing is good for 30 days. We hereby propose to furnish labor and materials - complete in accordance with the specifications. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above this estimate.

THIS PROPOSAL IS EXCLUSIVE OF ANY PREMIUM TIME (OVERTIME) LABOR COSTS; e.g., SATURDAY, SUNDAY OR NIGHT WORK.

Cache Valley Electric	The undersigned hereby accepts this proposal including all terms and conditions thereof:
By: Mike Maero 801-870-4925	Accepted by:
Date: September 23, 2024	Company Name:
If this bid is accepted, please sign and return.	Title:
	Date:

State of Utah DOT Contract # 239602; Install, Upgrade & Repair

Project Description:	
Date Accepted:	
Date of NTP:	
Date Work Started:	
Date Completed:	
Date Billed:	
CVE Job #:	Tooele 1000 N 520 E
CVE Phase #:	
UDOT Ref:	Dan Snell



CACHE VALLEY ELECTRIC

2023 Itemized Price List				Bid Total:	\$146,568.61	Final Total:	\$0.00
Item #	DESCRIPTION	Unit	Unit Price	Bid Quantity	Bid Total	Final Quantity	Final Total
3	Mobilization for Installation, Upgrade, or Repair - Tooele, Summit, Wasatch, Utah Counties	Lump	\$1,100.00	1.00	\$1,100.00		\$0.00
15	Set Up TC Shoulder Closure	Each	\$180.00	6.00	\$1,080.00		\$0.00
16	Set Up TC Single Lane Closure	Each	\$240.00	6.00	\$1,440.00		\$0.00
19	Maintain TC Shoulder Closure	Each	\$100.00	30.00	\$3,000.00		\$0.00
20	Maintain TC Single Lane Closure	Each	\$100.00	10.00	\$1,000.00		\$0.00
27	Remove Concrete Sidewalk	Sq Ft	\$7.00	770.00	\$5,390.00		\$0.00
28	Remove Concrete Curb & Gutter	Foot	\$25.00	115.00	\$2,875.00		\$0.00
61	Concrete Curb & Gutter (any type)	Foot	\$50.00	115.00	\$5,750.00		\$0.00
66	Pedestrian Access Ramp	Sq Ft	\$16.00	840.00	\$13,440.00		\$0.00
67	Detectable Warning Surface	Sq Ft	\$36.00	96.00	\$3,456.00		\$0.00
81	Pothole for Utilities	Each	\$420.00	25.00	\$10,500.00		\$0.00
83	Mast Arm Signal Pole Foundation - 3' x 12' - by Vacuum Truck	Each	\$5,800.00	4.00	\$23,200.00		\$0.00
93	Traffic Signal/Ped Pole Foundation - 2' x 3'	Each	\$750.00	1.00	\$750.00		\$0.00
94	Size 6 Cabinet Foundation - Cast in Place	Each	\$1,980.00	1.00	\$1,980.00		\$0.00
97	2" Conduit - PVC	Foot	\$4.30	30.00	\$129.00		\$0.00
98	2" Conduit - SDR11 HDPE	Foot	\$3.70	1500.00	\$5,550.00		\$0.00
99	3" Conduit - PVC	Foot	\$6.84	45.00	\$307.80		\$0.00
100	3" 90-degree sweep - PVC	Each	\$55.00	1.00	\$55.00		\$0.00
102	Pole Standoff Bracket	Each	\$52.50	1.00	\$52.50		\$0.00
106	Conduit trenched in Native Soil, 60" cover (Excluding conduit cost)	Foot	\$17.00	45.00	\$765.00		\$0.00
110	5 - 6 conduits bored (Excluding conduit cost)	Foot	\$40.00	250.00	\$10,000.00		\$0.00
114	Type B Junction Box	Each	\$2,500.00	3.00	\$7,500.00		\$0.00
116	Type C Junction Box	Each	\$3,200.00	1.00	\$3,200.00		\$0.00
120	IMSA 20-1, 4 wire, AWG 14 gage	Foot	\$1.75	600.00	\$1,050.00		\$0.00
121	IMSA 20-1, 7 wire, AWG 14 gage	Foot	\$2.30	1500.00	\$3,450.00		\$0.00
123	Radar Detection Cable - Contractor Furnished	Foot	\$2.30	550.00	\$1,265.00		\$0.00
129	RHH-USE2-RHW2, 10 gage	Foot	\$1.10	1200.00	\$1,320.00		\$0.00
131	Bare Copper Ground Wire, No. 6	Foot	\$1.80	560.00	\$1,008.00		\$0.00
132	Stranded Insulated Ground Wire, AWG 12 gage	Foot	\$1.10	430.00	\$473.00		\$0.00
134	Power Source, Underground Service Pedestal - Contractor Furnished	Each	\$5,360.00	1.00	\$5,360.00		\$0.00
150	Mast Arm Signal Pole (for all arm lengths) - State Furnished	Each	\$485.00	4.00	\$1,940.00		\$0.00
152	30 - 55 ft Mast Arm - State Furnished	Each	\$781.00	4.00	\$3,124.00		\$0.00

Item #	DESCRIPTION	Unit	Unit Price	Bid Quantity	Bid Total	Final Quantity	Final Total
156	5.5', 11' or 15' Traffic Signal/Ped Pole - State Furnished	Each	\$281.00	1.00	\$281.00		\$0.00
157	Size 6 Cabinet - State Furnished	Each	\$947.00	1.00	\$947.00		\$0.00
164	Signal Head - State Furnished	Each	\$500.00	8.00	\$4,000.00		\$0.00
175	Pedestrian Signal Clamshell Assembly	Each	\$795.00	8.00	\$6,360.00		\$0.00
180	Audible Pedestrian Signal/Push Button/Sign Assembly - State Furnished	Each	\$185.00	8.00	\$1,480.00		\$0.00
184	Mast Arm Mounted Sign (Sign Only)	Sq Ft	\$58.50	35.00	\$2,047.50		\$0.00
189	Radar Detection Sensor - State Furnished	Each	\$435.00	4.00	\$1,740.00		\$0.00
207	20', 30', or 40' Signal Pole Luminaire Extension - State Furnished	Each	\$300.00	4.00	\$1,200.00		\$0.00
208	Single or Dual 10' Arm or 15' Arm, or Vertical Extension for Luminaire - State Furnished	Each	\$162.00	4.00	\$648.00		\$0.00
213	LED Luminaire - State Furnished	Each	\$312.00	4.00	\$1,248.00		\$0.00
225	Remove Sign Less than 20 sq ft	Each	\$55.00	4.00	\$220.00		\$0.00