TOOELE CITY CORPORATION

RESOLUTION 2026-81

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH VARIABLE SPEED SOLUTIONS, INC., FOR THE PUMP STATION CONTROL PANEL REPLACEMENT PROJECT AT OQUIRRH HILLS GOLF COURSE.

WHEREAS, Tooele City owns, operates, and maintains Oquirrh Hills Golf Course (the "Golf Course"); and,

WHEREAS, the irrigation system at the Golf Course currently requires maintenance, including replacement of the pump station control panel (the "Project");

WHEREAS, Variable Speed Solutions, Inc., submitted a cost proposal of $121,005.00, attached as Exhibit A; and,

WHEREAS, under Section III.A.5 of Tooele City Corporation's Purchasing Policy and Procedures, no competitive bids are required for "purchases to repair and maintain equipment owned by the City which may be more economically and efficiently added to, repaired, or maintained, in the judgment of the Purchasing Agent or department head, by a particular person or firm."; and,

WHEREAS, after researching procurement possibilities, the City Administration recommends awarding the contract with Variable Speed Solutions, Inc., given their specialized experience with City equipment; and,

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of $6,050.00 as contingency for change orders for changed conditions which may arise during the Public Works Project, as reviewed and approved by the Mayor:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that

1. the agreement attached as Exhibit B with Variable Speed Solutions, Inc., is hereby approved, in the amount of $121,005.00, for completion of the Project; and,
2. an additional $6,050.00 contingency is hereby approved, which may be used for changed conditions, as reviewed and approved by the Mayor.

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 4th of November, 2026.

TOOELE CITY COUNCIL

(For) (Against)

Melodi Gochis

Justin Brady

K McCall

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

ATTEST:

Shilo Baker, City Recorder

SEAL

Approved as to Form:

Matthew C. Johnson, Tooele City Attorney

Exhibit A

Proposal and Scope of Work
Variable Speed Solutions, Inc.

VARIABLE SPEED SOLUTIONS, INC.

1920 E. Occidental Street, Santa Ana, CA 92705 | Office: 714-847-5957 | www.variablespeedsolutions.com
MCI-Flowtronex Rep West | Yaskawa Water

PROPOSAL — PUMP STATION CONTROL PANEL REPLACEMENT

Oquirrh Hills Golf Course — Main Station Control Panel

Date	September 17, 2026
Submitted To	Oquirrh Hills Golf Course
Site Location	Tooele, UT
Site Contact	Brian J Roth
Submitted By	Brian Pavloff, President — Variable Speed Solutions, Inc.
Reference Quote	QT-0000000344 (MCI-Flowtronex), Rev. A
Existing Station FTX#	11895
Anticipated Schedule	Equipment purchase 2026 / Installation to be coordinated with the Course

PROJECT SITE PARAMETERS

Supply Power	480V 3PH 60HZ
Existing Station FTX#	11895
Main Pumps	QTY (2) 100 HP — Shared VFD/XL Operation
Jockey Pump	QTY (1) 60 HP — Dedicated VFD Operation
PM Pump	QTY (1) 5 HP — XL Operation
Station Filtration	Existing Amiad EBS Filter — Control and Power Provided in New Panel

PRICING SUMMARY

The base scope below delivers a complete, operating replacement variable speed pump station control panel, including removal of the existing control panel, installation and field wiring of the new control panel, and start up, commissioning and owner training.

- 12IN Data Pocket Containing All Pertinent Panel Documentation and As Built Drawings for Easy in Field Reference
- Manufactured in the USA

Cooling/Heating

- QTY (1) UL Listed Low Maintenance Heat Exchanger Designed for Energy Efficient Cooling and Increased Electrical Component Longevity

Main Power

- 400-Amp Main Fused Disconnect to Protect Valuable and Critical Components from Overloads and Abnormal Supply Power Conditions
- Industry Leading Short Circuit Current Rating (SCCR) of 100,000 Amps to Impede Catastrophic Failure
- Type 1 Surge Protection w/Status Indicators for Safeguarding of Electrical System Against Destructive Transient Power Surges
- Active Incoming Line Phase Monitor W/Primary Fusing for Detection of Voltage Imbalance, Phase Sequence, and Loss of Phase
- Regulated & Adjustable DC Power Supply for Safe User Operation and Stable Clean Power to Control Processing Components
- GFCI Outlet for Convenient Laptop Power
- Robust Industrial Control Power Transformer w/Primary Fusing

Pump/Motor Control/Power

- Control & Power for QTY (2) 100 HP **Main Pump/Motor** with Shared VFD/XL Operation
  - Green Illuminated Off/On Switch with Running and Blinking Fault Indication
  - Pump/Motor Running Feedback
  - Wired for Motor Space Heater
  - Variable Frequency Drive Operation
    - High Accuracy Pump/Motor Speed Control
    - Manual VFD Speed Pot
    - VFD Bypass Switch Per VFD for Alternate Pressure Control Mode in the Event of VFD Failure
    - Equipped With Input Impedance Per VFD for Smooth, Stable, & Consistent Power
    - Fast Acting Fusing for VFD Protection
    - VFD Fault with Auto Restart
  - XL Operation
    - Advanced Fuse Protection Technology for Safeguarding Against Power Surges and Overloads
    - Solid State Overload Protection with Precise Monitoring Per Motor and Shutdown Safety Including Contactor Interlocks for Safe Operation
- Control & Power for QTY (1) 60 HP **Jockey Pump/Motor** with Dedicated VFD Operation
  - Green Illuminated Off/On Switch with Running and Blinking Fault Indication
  - Pump/Motor Running Feedback
  - Wired for Motor Space Heater
  - Variable Frequency Drive Operation
    - High Accuracy Pump/Motor Speed Control
    - Manual VFD Speed Pot

    - Assignable I/O
    - Multi-Parameter Adjustable Pump Station Lockout
        - Lockout Parameters: **Individualized Day/Time Settings**
            - Pressure Setpoint/Max
            - External Input
            - Max Number of Pumps Allowed
            - Power Consumption
            - Max VFD Speed
- Lake Level Control
    - Hand/Off/Auto Selector Switch
    - Sensor Included in System Instrumentation Section
- Control and Power Components for Amiad EBS Filter
- Motion-Sensing Interior LED Lighting Package for Improved Visibility During Control Panel Service
- **MCI Remote Cell Monitoring w/6 Year Activation (Cell Service Starts When Equipment Ships from MCI)**
    - **nSite, MCI's Cloud Based Solution NO SUBSCRIPTION FEE**
        - Scheduled Monthly Email with Flow Report in Excel Format
        - Access To One Full Year of Pressure, Flow, Alarms and Event Data
    - **Remote Pump Station Disable Feature from Any Smart Device Or PC**
    - **Factory Support Remote Access to PLC/HMI and VFD for Programming and Troubleshooting**
    - **nAlert**
        - Manage Maintenance Due Dates for All Aspects of Maintenance on Your Pumping Station
        - Warning Light, Display Message and Email Alert When Due
        - Monitor and Report Irregular Operation of Irrigation System, Pump System and Filter System

Cellular Central Irrigation Communication Package

- Allows the Toro or Rainbird Irrigation Central Computer to Communicate Directly with the MCI Flowtronex Pump Station.
- Allows User Defined Adjustments During Scheduled Irrigation Cycles

System Instrumentation

- 316SS Low Level Probe Set with PNR Relay
- Discharge Pressure Transducer
    - 316SS Multi-output Programmable Pressure Transducer, with Local Display, Protective Display Cap, and Cord Set
- Submersible Level Transducer
    - 0-34.6' 316SS Level Transducer with Filter, Extra Weight, and 60 FT Cable

- Replacement or repair of existing field devices, flow meter, filter or fill system components found to be non-functional. Such work would be handled by change order.
- Piping, valving or mechanical modifications of any kind.
- Crane or specialty rigging beyond standard truck-mounted material handling equipment.
- Permits, permit fees, engineering, plan check, inspection fees and special inspection.
- Abatement or disposal of hazardous material.
- Temporary irrigation, temporary pumping or bypass pumping during the installation window.
- After-hours, weekend and holiday work. Work is quoted at straight time during normal business hours.
- Prevailing wage, certified payroll and union labor unless separately listed.

WARRANTY

- **6-year warranty on Variable frequency drive (Includes Lightning Damage Coverage and Labor to Replace)**
- **6-Year Warranty on ALL COMPONENTS IN ELECTRICAL PANEL, Inclusive of power related damage such as lightning. Includes parts only.**
- **1-year warranty on Parts ONLY.**

Factory warranty is provided by Motor Controls Inc. and passes through to the Course. VSS warrants its field installation labor for one year from substantial completion.

GENERAL CLARIFICATIONS AND EXCLUSIONS

- This proposal is based on the station parameters and existing station configuration listed in Project Site Parameters. Any change to pump horsepower, motor configuration, site conditions or supply power may affect price and schedule.
- This is a control panel replacement. Existing pumps, motors, piping, valving, skid, shelter and wet well remain in service and are not part of this scope.
- Equipment is furnished per the Scope of Supply. Items not expressly listed are not included.
- The optional Strike Guard WX lightning warning and protection system with 400 AMP motor operated circuit breaker disconnect is not included in this proposal. It can be quoted separately on request.
- Freight is estimated and will be confirmed at time of order. Equipment ships F.O.B. Dallas, Texas from the factory; freight, delivery and offloading to the site are included as listed in the Pricing Summary.
- Applicable sales tax is excluded unless otherwise noted.
- Permits, permit fees, engineering, plan check and special inspection are excluded unless otherwise noted.
- Any SCADA or central control integration beyond the listed scope is subject to a change order.
- Field modifications to factory supplied equipment without written approval will void the warranty.
- Work is quoted at straight time during normal business hours.
- Prices valid for 30 days from the date of this proposal unless otherwise noted.

specified plus any interest thereon. If requested by Seller, Buyer shall execute a security agreement and financing statement evidencing Seller's security interest in the goods delivered to Buyer.

11. If the credit of Buyer in the judgment of the Seller becomes impaired at any time, the Seller has the right to require payment in advance before making further shipments, and to demand immediate performance of the Buyer of all obligations imposed upon him by this agreement.
12. If there is any breach of or default under this agreement and if the same is placed in the hands of an attorney for collection, or if collected by lawsuit or through the probate or bankruptcy court, or if any action of foreclosure be had hereunder, Buyer shall be liable for reasonable attorney's fees incurred by the Seller. In the event of default by Buyer, Seller may immediately proceed to enforce payment of Buyer's obligation and exercise all the rights and remedies provided by the California Commercial Code and the Uniform Commercial Code, as well as any other rights and remedies afforded to Seller by law. Should Buyer be in default, Seller may require Buyer to return all goods previously delivered to Buyer by Seller, and any subsequent expenses for retaking, holding, preparing for sale, and reselling of such goods shall be at Buyer's expense. Funds realized from such resale shall be credited to Buyer's unpaid account.
13. The Seller, or any credit bureau or investigating agency employed by the Seller, is hereby authorized to investigate the references herein listed or statements or other data obtained from the Buyer or from any other persons pertaining to the Buyer's credit or financial responsibility. The Buyer has read and understands the foregoing terms and conditions of this application for credit and has signed the same as an indication of intent to enter into an agreement with Seller for the future purchase of goods and services from time to time. The Buyer also understands that upon acceptance of this application by the Seller, this document constitutes an agreement between the Buyer and the Seller for payment of debts owed to the Seller in return for the delivery of goods ordered or performance of services requested by Buyer.
14. The terms contained herein shall be governed by the statutes of the State of California, and specifically the California Commercial Code and the Uniform Commercial Code. In the event that any account owing by Buyer to Seller becomes delinquent, and legal proceedings are instituted for collection of said account or indebtedness, such legal proceedings may be instituted and prosecuted against Buyer and its guarantors, if any, in any Court in Orange County, California, and the undersigned expressly agrees that venue for such proceeding shall be in Orange County, California, even if the principal offices of the Buyer are located in another county within this state or outside of this state.
15. SELLER DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE MERCHANTABILITY OF THE GOODS DELIVERED TO BUYER NOR THE FITNESS OF SUCH GOODS FOR A PARTICULAR USE UNLESS A WRITTEN WARRANTY IS GIVEN TO BUYER BY SELLER AT TIME OF DELIVERY.
16. Seller warrants that the water pumping system or components will be free of defects in Materials and workmanship for 1 year from date of authorized start-up but not later than 15 months from date of invoice unless otherwise specified, except for those components carrying the extended coverage listed in the Warranty section of this proposal;

Provided that all installation and operation responsibilities have been properly performed and documented by our authorized service provider. The defect must not be caused by ordinary wear and tear on the system. Seller will provide a replacement part or component during the warranty life. Repairs done at Seller's expense must be pre-authorized. Upon request, Seller will provide advice for troubleshooting the system.

saturated ground prevents safe access, staging or material handling at the equipment area; and the reasonable drying or thawing days that follow. Seller shall absorb the first three (3) such days at no cost to Buyer. Standby time, demobilization and remobilization beyond those three days will be billed at Seller's prevailing rates by change order. Temporary weather protection and repair or replacement of work in place damaged by storm are not included in the contract price and, if required, will be performed by change order. Buyer remains responsible for protection of Buyer's other property and improvements against weather and storm damage.

ACCEPTANCE

We appreciate the opportunity to provide this proposal. This replacement control panel brings the existing station up to current MCI-Flowtronex control standards and carries the 6-year drive and panel component warranty, including lightning damage coverage, with factory remote support and monitoring included for six years.

Accepted By: _____

Printed Name / Title: _____

Date: _____

Total Accepted Amount: $ _____

Respectfully submitted,

Brian Pavloff
President
Variable Speed Solutions, Inc. / MCI-Flowtronex Rep West / Yaskawa Water
1920 E. Occidental Street, Santa Ana, CA 92705
Office: 714-847-5957

Exhibit B

Agreement
Variable Speed Solutions, Inc.

Tooele City
Est. 1853

AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and **Variable Speed Solutions** of **1920E Occidental Street, Santa Ana, CA 92705**, enter into this Agreement on the **4** day of **November, 2026** (the "Effective Date").

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

Oquirrh Hills Golf Course 1255 West Vine Street, Tooele, UT 84074
Oquirrh Hills Golf Course Pump Station Control Replacement Project

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

- Cellular Central Irrigation Communication Package
- System Instrumentation design and installation, Low Level Probe, Discharge Transducer, Submersible Level Transducer,
- Removal of existing control panel
- Installation of New Control Panel
- Start Up, Testing, Commissioning and Owner Training
- Contractor responsible for site safety and project clean-up
- Does not include feed/supply upgrade or wire upsizing, does not include any motor or pump replacement.
- See Attached Proposal for detailed scope and exclusions

1. 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 **$121,005.00** 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 **February 28, 2027**.

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 name the City, its agents, officers, employees, and independent contractors as additional insureds for all liability arising from this Agreement. Contractor shall require that all of its subcontractors name the City, its agents, officers, employees, and independent contractors as additional insureds on endorsements issued under their respective liability insurance policies, for all liability arising from this Agreement.
   b. Contractor Indemnification. Contractor shall indemnify, defend, and hold harmless the City, and its agents, officers, employees, and independent contractors, from and against all lawsuits, claims, damages, losses, or expenses (including attorney's fees) 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. Performance and Payment Bonds. Contractor shall obtain performance and payment bonds in form amount sufficient to the City.

e. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, workers compensation insurance or exclusion, and payment and performance bonds 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 required under this section.

f. 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.

g. 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.

h. Governmental Immunity. The City is a governmental entity subject to the Utah Governmental Immunity Act ("Act"; U.C.A. Chapter 63G-7), and does not waive any procedural or substantive defense or benefit provided by the Act or by comparative legislative enactment, including UCA §63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this agreement are expressly limited to the amounts identified in the Act.

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

_____
Maresa Manzione, Tooele City Mayor

Attest:

_____
Shilo Baker, Tooele City Recorder

SEAL

CONTRACTOR

_____
Signature
Print Name/Title:_____

Approved as to form:

_____
Matthew C. Johnson, Tooele City Attorney

(Revised 08/14/2025)

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