

**PUBLIC NOTICE**

Notice is hereby given that the Tooele City Council will meet in a **Special Business Meeting on Friday, June 30, 2017 at the hour of 1:00 P.M.** The meeting will be held in the Tooele City Large Conference Room located at 90 North Main Street, Tooele, Utah.

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Public Comment Period**
4. **Resolution 2017-25 A Resolution of the Tooele City Council Appointing Katrina Call to the Administrative Control Board of the North Tooele City Special Service District  
Presented by Roger Baker**
5. **Resolution 2017-26 A Resolution of the Tooele City Council Authorizing the Mayor to Sign a Contract with KK&L Administration, LLC for the 2017 Culinary Water Improvement Project  
Presented by Paul Hansen**
6. **Resolution 2017-27 A Resolution of the Tooele City Council Authorizing the Mayor to Sign a Contract with M&M Asphalt Services for the 2017 Roadway Improvement Project, Schedule "C" Slurry Seal  
Presented by Paul Hansen**
7. **Resolution 2017-28 A Resolution of the Tooele City Council Authorizing the Mayor to Sign a Contract with Kilgore Contracting for the 2017 Roadway Improvement Project, Schedule "A" (Roadway Reconstruction) and Schedule "B" (Roto-Mill and Asphalt Overlay)  
Presented by Paul Hansen**
8. **Minutes**
9. **Invoices  
Presented by Michelle Pitt**
10. **Adjourn**

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**Michelle Y. Pitt**  
Tooele City Recorder

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 843-2110 or [michellep@tooelecity.org](mailto:michellep@tooelecity.org), prior to the meeting.

**TOOELE CITY CORPORATION**

**RESOLUTION 2017-25**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPOINTING KATRINA CALL TO THE ADMINISTRATIVE CONTROL BOARD OF THE NORTH TOOELE CITY SPECIAL SERVICE DISTRICT.**

WHEREAS, the Tooele City Council created the North Tooele City Special Service District (“District”) on June 16, 1999, pursuant to Sections 17A-2-1301 through 17A-2-1332, Utah Code (since renumbered to U.C.A. Title 17D, Chapter 1); and,

WHEREAS, the aforementioned Utah Code sections allow for the establishment of an administrative control board (“Board”) for the District, the powers of that Board being specified by the Utah Code and by the governing authority of the District, which is the Tooele City Council; and,

WHEREAS, the term of board members is generally four years (U.C.A. Section 17D-1-304); and,

WHEREAS, the Board recommends filling the existing vacancy with the appointment of Katrina Call, to serve through December 31, 2020, with the term intended to maintain a balanced rotation of terms on the standardized term termination date of December 31<sup>st</sup> of any given year (see Katrina Call’s note of interest and the Board chairman’s recommendation attached as Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Katrina Call is hereby appointed to serve as a member of the Administrative Control Board of the North Tooele City Special Service District, for a term ending December 31, 2020, as further indicated below:

<b>Name</b>	<b>Term of Service</b>	<b>Length of Service</b>
Andrew Wallentine	09-02-15 to 12-31-18	since 09-02-15
Jed Winder	01-01-14 to 12-31-17	since 03-19-08
Erick Brondum	01-01-14 to 12-31-17	since 01-01-06
Michael Maloy	01-01-14 to 12-31-17	since 06-05-02
Maresa Manzione	01-01-14 to 12-31-17	since 04-20-11
Jeff Hammer	01-18-17 to 12-31-20	since 01-18-17
Katrina Call	06-30-17 to 12-31-20	since 06-30-17

This Resolution shall become effective immediately 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 \_\_\_\_ day of \_\_\_\_\_, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, City Attorney

## Exhibit A

### Note of Interest and Board Chairman Recommendation

Jeffrey Hammer <jeffreyhammer1988@gmail.com>

Tue 5/2/2017 9:09 PM

To:

Debbie Winn;

You forwarded this message on 5/9/2017 6:24 AM.

Councilwoman Winn,

I received the following letter from Katrina Call expressing interest to serve on the board for the NTCSSD.

My name is Katrina Call and I am interested in serving on the North Tooele City Special Service District. I am a resident in Sunset Estates and I feel like I can bring perspective from my neighborhood. I feel that landscaping and beautifying the city is important, and is an outward representation of our city. I grew up in Tooele and have pride in my neighborhood. I would love to have an input in the landscaping of my neighborhood. I feel like this is a way for me to give back to my community.

Thanks, Debbie!

Jeff Hammer  
NTCSSD Chair

## TOOELE CITY CORPORATION

### RESOLUTION 2017-26

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH KK&L ADMINISTRATION, LLC FOR THE 2017 CULINARY WATER IMPROVEMENT PROJECT.**

WHEREAS, in the course of the City's routine water system maintenance evaluation, it has been determined that certain existing water facilities within the City's water system have deteriorated to the point that it is prudent to replace and/or upgrade them in order to maintain system functionality and efficiency; and,

WHEREAS, these facilities consist primarily of main waterlines, culinary water service laterals, and related facilities; and,

WHEREAS, pursuant to U.C.A. Chapter 11-39, the City accepted public bids for construction of the 2017 Water Improvement Project, and received bids from five (5) bidders (See Tabulation attached as Exhibit A); and,

WHEREAS, KK&L Administration, LLC has submitted a cost proposal of One Million Two Hundred Ninety-Seven Thousand Three Hundred Ten Dollars (\$1,297,310.00) for completion of the Project, and is the lowest responsive responsible bidder (see Exhibit A); and,

WHEREAS, the City Administration requests an additional appropriation of 5% of the bid amount, approximately Sixty Five Thousand Dollars (\$65,000.00), as contingency for change orders for changed conditions that may arise during the Project, as reviewed and authorized by the Mayor; and,

WHEREAS, in order to expedite the Project due to its importance to City infrastructure, the City executed a Short Form Agreement (attached as Exhibit B) for a portion of the Project, which Short Form Agreement is to be replaced and superseded by the whole Project contract (attached as Exhibit C) upon the latter's execution; and,

WHEREAS, the Project is to be funded using Tooele City revenue sources that include water enterprise funds:

1. NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Mayor is hereby authorized to sign a contract (attached as Exhibit C) with KK&L Administration, LLC for construction of the 2017 Water Improvement Project for a sum not to exceed One Million Two Hundred Ninety Seven Thousand Three Hundred Ten Dollars (\$1,297,310.00), plus an additional Sixty Five Thousand Dollars (\$65,000.00) contingency which may be used for changed conditions as reviewed and authorized by the Mayor; and,

2. the Short Form Agreement (Exhibit B) shall be replaced and superseded by the Project contract (Exhibit C) upon the latter's execution.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2017.



TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney

# EXHIBIT A

## Bid Tabulation

# EXHIBIT B

## Short Form Agreement

# EXHIBIT C

Project Contract:  
KK&L Administration, LLC

## 2017 Water Improvement Project

### BID SUMMARY

Bid Opening - June 13, 2017

<b>Contractor</b>	<b>Bid Schedule "A" Tooele City</b>	<b>Bid Schedule "B" Industrial Depot</b>	<b>Total Bid</b>
Peterson Industrial Properties	No Bid	\$332,923.00	-
KK&L Administration LLC	\$1,040,140.00	\$257,170.00	\$1,297,310.00
Silver Spur Construction	\$992,912.50	\$319,333.00	\$1,312,245.50
Broken Arrow, Inc.	\$1,041,567.89	\$327,106.74	\$1,368,674.63
Condie Const. Company	\$1,494,750.00	\$365,500.00	\$1,860,250.00



## AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **KK&L Administration LLC of 1106 Legacy View Street, Salt Lake City, Utah 84104**, a Corporation (hereinafter “Contractor”) enter into this Agreement on the 22<sup>nd</sup> day of June, 2017 (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:  
Bid Item A16, Area 5 – Vorwaller Drive, Complete, as contained in the Bid Schedule Document 00 43 00 for the Tooele City 2017 Water Improvement Project (incorporated by this reference). This work involves the installation of new valves and piping, as well as abandonment of the existing waterline which extends across SR-36 (Main Street) at Vorwaller Drive.
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 a sum not to Exceed \$15,000 for fully performing the Services, pursuant to invoice, and as referenced in Bid Schedule Document 00 43 00, Bid Item A16.
  - 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 **June 30, 2017**.
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 \$250,000.
  - 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 act or omission of Contractor or its agents in performance of this Agreement.
  - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.

- d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance 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. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 *et seq.*
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.

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

TOOELE CITY CORPORATION

CONTRACTOR

\_\_\_\_\_  
Patrick Dunlavy, Tooele City Mayor

\_\_\_\_\_  
Signature  
Print Name/Title:\_\_\_\_\_

Attest:

\_\_\_\_\_  
KK&L Administration, LLC

\_\_\_\_\_  
Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney



## 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



**DOCUMENT 00 52 00**

**AGREEMENT**

**PART 1 GENERAL**

**1.1 CONTRACTOR**

- A. Name: KK&L Administration, LLC
- B. Address: 1106 Legacy View Street, Salt Lake City, Utah 84104
- C. Telephone number: (801) 679-6840
- D. Facsimile number: (801) 568-9226

**1.2 OWNER**

- A. The name of the OWNER is Tooele City Corporation

**1.3 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as  

**2017 Water Improvement Project**

**1.4 ENGINEER**

- A. Paul Hansen Associates, L.L.C. is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

**PART 2 TIME AND MONEY CONSIDERATIONS**

**2.1 CONTRACT PRICE**

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.
  
- B. The Schedules of Prices awarded from the Bid Schedule are as follows.
  - 1. Base Bid.
  - 2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

C. An Agreement Supplement [ ] is, [ X ] is not attached to this Agreement.

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: One Million Two Hundred Ninety Seven Thousand Three Hundred Ten Dollars (\$1,297,310.00)

## 2.2 CONTRACT TIME

A. The Work shall be substantially completed by September 15, 2017 and fully completed by September 25, 2017.

B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. \_\_\_\_\_

## 2.3 PUNCH LIST TIME

A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.

B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

## 2.4 LIQUIDATED DAMAGES

A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

### 1. **Late Contract Time Completion:**

Five Hundred dollars and 00 cents (\$ 500.00 ) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

2. **Late Punch List Time Completion:** 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.
3. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

- C. **Survey Monuments:** No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of (\$500.00) to cover such damage and expense.
- D. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

### **PART 3 EXECUTION**

#### **3.1 EFFECTIVE DATE**

- A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

#### **3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT**

- A. CONTRACTOR's signature: \_\_\_\_\_
- B. Please print name here: \_\_\_\_\_
- C. Title: \_\_\_\_\_
- D. CONTRACTOR's Utah license number: \_\_\_\_\_

**Acknowledgment**

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

by \_\_\_\_\_  
(person acknowledging and title or representative capacity, if any).

\_\_\_\_\_  
Notary's signature

\_\_\_\_\_  
Residing at

\_\_\_\_\_  
My commission expires:

Notary's seal

**3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

- A. OWNER's signature: \_\_\_\_\_
- B. Please print name here: \_\_\_\_\_
- C. Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt  
Tooele City Recorder

S E A L

APPROVED AS TO FORM

\_\_\_\_\_  
Roger Evans Baker  
Tooele City Attorney

END OF DOCUMENT

**TOOELE CITY CORPORATION**

**RESOLUTION 2017-27**

**A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH M&M ASPHALT SERVICES FOR THE 2017 ROADWAY IMPROVEMENT PROJECT, SCHEDULE "C" SLURRY SEAL.**

WHEREAS, Tooele City has more than 220 lane miles of public roadway located within the City limits for which it has responsibility; and,

WHEREAS, a significant number of those roadways require maintenance in varying levels of effort in order to maintain reasonably safe and convenient public access and to extend the life of those roadways; and,

WHEREAS, the City receives State roadway assistance (Road "C") funds together with additional funding from the State Legislature, which funds are to be used by the City for public roadway pavement maintenance and repair; and,

WHEREAS, the City solicited public bids for construction of the 2017 Roadway Improvements Project in accordance with the procedures of §11-39-101 *et seq.* and §72-6-108, Utah Code Annotated, as amended; and,

WHEREAS, M&M Asphalt Services has submitted a cost proposal for Project Schedule "C" of One Hundred Eighty Three Thousand Eight Hundred Dollars (\$183,800.00), which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the work proposed within the scope of Schedule "C" includes placement of a slurry seal to extend the life of the affected roadways:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Mayor is hereby authorized to sign a contract (attached as Exhibit B) with M&M Asphalt Services for completion of the 2017 Roadway Improvements Project Schedule "C" - Slurry Seal, for a sum not to exceed One Hundred Eighty Three Thousand Eight Hundred Dollars (\$183,800.00), and hereby allocates an additional Nine Thousand Dollars (\$9,000.00) contingency (5%) which may be used for changed conditions at the discretion of 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 \_\_\_\_\_ day of \_\_\_\_\_, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Bid Tabulation

EXHIBIT B

Agreement:

M&M Asphalt Services



# 2017 Road Improvement Project

## BID SUMMARY

Bid Opening - June 20, 2017

<b>Contractor</b>	<b>Bid Schedule "A" Roadway Reconst.</b>	<b>Bid Schedule "B" Roto-Mill &amp; Overlay</b>	<b>Bid Schedule "C" Slurry Seal</b>	<b>Total Bid</b>
Kilgore Contracting	\$331,545.00	\$1,555,757.50	\$220,000.00	\$2,107,302.50
Staker Parsons Companies	\$323,570.00	\$1,779,195.00	\$201,950.00	\$2,304,715.00
M&M Asphalt	No Bid	No Bid	\$183,800.00	-

**DOCUMENT 00 52 00**

**AGREEMENT**

**PART 1 GENERAL**

**1.1 CONTRACTOR**

- A. Name: M&M Asphalt Services
- B. Address: 5464 West Leo Park Road, West Jordan, Utah 84088
- C. Telephone number: (801) 280-9400
- D. Facsimile number: (801) 280-3526

**1.2 OWNER**

- A. The name of the OWNER is Tooele City Corporation

**1.3 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as

**2017 Roadway Improvement Project  
Bid Schedule "C"**

**1.4 ENGINEER**

- A. Paul Hansen Associates, L.L.C. is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

**PART 2 TIME AND MONEY CONSIDERATIONS**

**2.1 CONTRACT PRICE**

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.

B. The Schedules of Prices awarded from the Bid Schedule are as follows.

1. Base Bid.
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

C. An Agreement Supplement [  ] is, [  ] is not attached to this Agreement.

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: One Hundred Eighty Three Thousand Eight Hundred Dollars (\$183,800.00)

## 2.2 CONTRACT TIME

- A. The Work shall be substantially completed by September 25, 2017 and fully completed by September 30, 2017.
- B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. \_\_\_\_\_

## 2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

## 2.4 LIQUIDATED DAMAGES

A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. **Late Contract Time Completion:**

Five Hundred dollars and 00 cents (\$ 500.00 ) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

2. **Late Punch List Time Completion:** 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.

3. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

C. **Survey Monuments:** No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of (\$500.00) to cover such damage and expense.

- D. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

**PART 3 EXECUTION**

**3.1 EFFECTIVE DATE**

- A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT**

- A. CONTRACTOR's signature: \_\_\_\_\_
- B. Please print name here: \_\_\_\_\_
- C. Title: \_\_\_\_\_
- D. CONTRACTOR's Utah license number: \_\_\_\_\_

**Acknowledgment**

State of \_\_\_\_\_ )  
 \_\_\_\_\_ ) ss.  
 County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

by \_\_\_\_\_  
 (person acknowledging and title or representative capacity, if any).

\_\_\_\_\_  
 Notary's signature

\_\_\_\_\_  
 Residing at

\_\_\_\_\_  
 My commission expires:

Notary's seal

**3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

A. OWNER's signature: \_\_\_\_\_

B. Please print name here: \_\_\_\_\_

C. Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt  
Tooele City Recorder

S E A L

APPROVED AS TO FORM

\_\_\_\_\_  
Roger Evans Baker  
Tooele City Attorney

END OF DOCUMENT

## TOOELE CITY CORPORATION

### RESOLUTION 2017-28

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH KILGORE CONTRACTING FOR THE 2017 ROADWAY IMPROVEMENT PROJECT, SCHEDULE “A” (ROADWAY RECONSTRUCTION) AND SCHEDULE “B” (ROTO-MILL AND ASPHALT OVERLAY).**

WHEREAS, Tooele City has more than 220 lane miles of public roadway located within the City limits for which it has responsibility; and,

WHEREAS, a significant number of those roadways require maintenance in varying levels of effort in order to maintain reasonably safe and convenient public access and to extend the life of those roadways; and,

WHEREAS, the City receives State roadway assistance (Road “C”) funds, which funds are to be used by the City for public roadway pavement maintenance and repair; and,

WHEREAS, the City solicited public bids for construction of the 2017 Roadway Improvements Project in accordance with the procedures of §11-39-101 *et seq.* and §72-6-108, Utah Code Annotated, as amended; and,

WHEREAS, Kilgore Contracting has submitted a combined cost proposal for both Project Schedule “A” and Schedule “B” of One Million Eight Hundred Eighty Seven Thousand Three Hundred Two Dollars and Fifty Cents (\$1,887,302.50), which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the work proposed within the scope of Schedule “A” includes the complete removal and reconstruction of the roadbase and asphalt pavement layer; and,

WHEREAS, the work proposed within the scope of Schedule “B” includes placement of an asphalt overlay to extend the life of the affected roadways:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Mayor is hereby authorized to sign a contract (attached as Exhibit B) with Kilgore Contracting for completion of the 2017 Roadway Improvements Project Schedule “A” (Roadway Reconstruction) and Schedule “B” (Roto-Mill and Asphalt Overlay) for a sum not to exceed One Million Eight Hundred Eighty Seven Thousand Three Hundred Two Dollars and Fifty Cents (\$1,887,302.50), and hereby allocates an additional Ninety Four Thousand Four Hundred Dollars (\$94,400.00) contingency (5%) which may be used for changed conditions at the discretion of 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 \_\_\_\_\_ day of \_\_\_\_\_, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Baker, Tooele City Attorney



EXHIBIT A

Bid Tabulation

## EXHIBIT B

Agreement:  
Kilgore Contracting

## 2017 Road Improvement Project

### BID SUMMARY

Bid Opening - June 20, 2017

<b>Contractor</b>	<b>Bid Schedule "A" Roadway Reconst.</b>	<b>Bid Schedule "B" Roto-Mill &amp; Overlay</b>	<b>Bid Schedule "C" Slurry Seal</b>	<b>Total Bid</b>
Kilgore Contracting	\$331,545.00	\$1,555,757.50	\$220,000.00	\$2,107,302.50
Staker Parsons Companies	\$323,570.00	\$1,779,195.00	\$201,950.00	\$2,304,715.00
M&M Asphalt	No Bid	No Bid	\$183,800.00	-

**DOCUMENT 00 52 00**

**AGREEMENT**

**PART 1 GENERAL**

**1.1 CONTRACTOR**

- A. Name: Kilgore Contracting
- B. Address: 7057 West 2100 South, Salt Lake City, Utah 84128
- C. Telephone number: (801) 250-0132
- D. Facsimile number: (801) 250-0083

**1.2 OWNER**

- A. The name of the OWNER is Tooele City Corporation

**1.3 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as

**2017 Roadway Improvement Project  
Bid Schedules "A" and "B"**

**1.4 ENGINEER**

- A. Paul Hansen Associates, L.L.C. is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

**PART 2 TIME AND MONEY CONSIDERATIONS**

**2.1 CONTRACT PRICE**

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.

B. The Schedules of Prices awarded from the Bid Schedule are as follows.

1. Base Bid.
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

C. An Agreement Supplement [  ] is, [  ] is not attached to this Agreement.

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: One Million Eight Hundred Eighty Seven Thousand Three Hundred Two Dollars and Fifty Cents (\$1,887,302.50)

## 2.2 CONTRACT TIME

- A. The Work shall be substantially completed by September 25, 2017 and fully completed by September 30, 2017.
- B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. \_\_\_\_\_

## 2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

## 2.4 LIQUIDATED DAMAGES

A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. **Late Contract Time Completion:**

Five Hundred dollars and 00 cents (\$ 500.00 ) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

2. **Late Punch List Time Completion:** 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.

3. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

C. **Survey Monuments:** No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of (\$500.00) to cover such damage and expense.

D. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

**PART 3 EXECUTION**

**3.1 EFFECTIVE DATE**

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT**

A. CONTRACTOR's signature: \_\_\_\_\_

B. Please print name here: \_\_\_\_\_

C. Title: \_\_\_\_\_

D. CONTRACTOR's Utah license number: \_\_\_\_\_

**Acknowledgment**

State of \_\_\_\_\_ )  
  ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

by \_\_\_\_\_  
(person acknowledging and title or representative capacity, if any).

\_\_\_\_\_  
Notary's signature

\_\_\_\_\_  
Residing at

\_\_\_\_\_  
My commission expires:

Notary's seal

**3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

A. OWNER's signature: \_\_\_\_\_

B. Please print name here: \_\_\_\_\_

C. Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt  
Tooele City Recorder

S E A L

APPROVED AS TO FORM

\_\_\_\_\_  
Roger Evans Baker  
Tooele City Attorney

END OF DOCUMENT



**Tooele City Council and the  
Tooele City Redevelopment Agency of Tooele City, Utah  
Work Session Meeting Minutes**

Date: Wednesday, June 21, 2017

Time: 5:00 p.m.

Place: Tooele City Hall, Large Conference Room  
90 North Main St., Tooele, Utah

**City Council Members Present:**

Chairwoman Debbie Winn  
Scott Wardle  
Dave McCall  
Brad Pratt  
Steve Pruden

**City Employees Present:**

Mayor Patrick Dunlavy  
Glenn Caldwell, Finance Director  
Michelle Pitt, Recorder  
Roger Baker, City Attorney  
Jim Bolser, Community Development and Public Works Director  
Rachelle Custer, City Planner  
Randy Sant, Economic Development and Redevelopment Agency Director  
Paul Hansen, City Engineer

Minutes prepared by Michelle Pitt

**1. Open Meeting**

Chairwoman Winn called the meeting to order at 5:00 p.m.

**2. Roll Call**

Debbie Winn, Present  
Scott Wardle, Present  
Dave McCall, Present  
Brad Pratt, Present  
Steve Pruden, Present

**3. Discussion:**

- Bolinder Subdivision, Amended #1 Final Plat, a 3 Lot Subdivision Located at 1830 West Highway 112 Including 148.35 Acres

Presented by Jim Bolser

Mr. Bolser stated that the Council has seen this item before, and would be presented later tonight for approval. It is a subdivision outside of the Bolinder pit at SR 112 near where 1000 North ties in to it, and north of the intersection. When 1000 North was being planned, a piece of this property was dedicated for this subdivision. When 100 North was completed, that piece of property was no longer necessary.

- Sunset Estates Subdivision, Phase 7 Final Plat, a 29 Lot Subdivision Located at 244 West 2200 North Including 10.72 Acres  
Presented by Jim Bolser

Mr. Bolser said that this item is similar to the prior item. Mr. Bolser explained that about a month to 6 weeks ago, the Council saw the proposed Sunset Estates subdivision plat. It is a 27 lot project that will be the next phase of Sunset Estates. It will be located next to Clark Johnson Jr. High.

Councilman Pratt asked how many phases were left. Ms. Custer answered that they have one more phase that had been platted. The developers have a lot of acreage, but nothing else platted at this time.

- 2017 Waterline Improvement Project  
Presented by Paul Hansen

Mr. Hansen stated that this is not an action item, and that he just wanted to provide information to the Council. The waterline improvement project went out for bid and five bids were submitted. The project was broken into two schedules, one to be paid for with City funds, and one to be paid for with RDA funds because it was located in the industrial depot. The low apparent bid was by KK&L Administration LLC. The low bid was within \$13,000 of the next bid. Mr. Hansen said that the City has not had any history with KK&L, so he checked their references and found out that they are a subsidiary of Black & McDonald. KK&L has done quite a bit of work at Day Break. Mr. Hansen spoke with agents of Salt Lake City, South Jordan, and Spanish Fork, who have all had contracts with KK&L. They all indicated that they would have KK&L back without hesitation and that they were pleased with their quality of work. Mr. Hansen stated that the staff and Administration will recommend that the Council enter into a contract with KK&L for approximately \$1.3 million. The industrial depot portion of that amount will be approximately \$260,000.

Mr. Hansen stated that the City is contracting in the short term with KK&L for an emergency waterline repair at Vorwaller Drive. This work is part of the overall water project, but due to the urgency, will move ahead to make the repair now. It is a smaller project at a cost of approximately \$15,000. Mr. Hansen explained that the City will do a short form agreement for this smaller project, and then the contract (if approved by the Council) will supersede the short form agreement.

Mr. Hansen stated that the City received three bids for the roads projects. The roads project was divided into three separate work schedules to account for roadway reconstruction, road overlay, and slurry seal. The project includes work within the Depot as well as the City in general. The City received three bids, with Kilgore being the lowest responsible bidder for the reconstruction and overlay portions of the project at approximately \$1.85 million. Mr. Hansen went on to say that the Depot portion of this cost is approximately \$500,000, which will come out of the RDA budget. Staff and the Administration also will recommend that the slurry seal portion of the project be awarded to M&M Asphalt Services. Mr. Hansen said he will move forward with preparation of the contracts and bring those before the Council for consideration at the next meeting.

Chairwoman Winn asked if the Council wanted to go ahead with the next scheduled meeting on July 5<sup>th</sup>. It was decided that there would be a meeting on Friday, June 30<sup>th</sup> at 1:00 p.m. Mr. Hansen added that the meeting will need to also be an RDA meeting. *(Michelle, the mayor indicated afterwards that it will not need to be a combined RDA / City meeting for the roads project)*

#### **4. Council Reports**

Councilman Pratt had nothing to report.

Councilman McCall had nothing to report.

Councilman Pruden: The Tooele City Arts Council helped sponsor the Tooele Arts Festival which was very successful. The arts council sold a lot of art work which was generated by local citizenry. The play, The Little Mermaid, by LaForge Encore is performing now. Councilman Pruden encouraged everyone to attend. Fridays on Vine will resume this Friday, and run through the rest of the summer. There will be entertainment on Labor Day for a new event sponsored by the arts council. They are looking for a catchy name for that event. The event will begin at noon, with six bands performing.

Councilman Wardle: USU Tooele awarded Beverly White an honorary Doctorate at their graduation. This month's meeting was cancelled. They will be doing some renovations at the USU building, putting more green in their landscape. The Council of Governments meets next month. The change in form of government may be discussed at the next meeting.

Mr. Hansen stated that depending on the scope of the new landscape at USU, it may require additional water rights conveyance and impact fees, and suggested that the School meet with the City to review the potential impact as part of their design changes in advance. Mr. Baker stated that they haven't conveyed all the water impact fees to the City.

Chairwoman Winn: The North Tooele City Special Service District has two openings on their board because two members moved out of the area. Catrina Call, who lives in Sunset Estates, has submitted a letter saying that she is interested in being appointed to the board. Chairwoman Winn stated that her name had been discussed with the board, and they would like to have her

appointed to the board. Mr. Baker indicated he would prepare a resolution for her to be appointed, on June 30<sup>th</sup>.

#### **5. Close Meeting to Discuss Litigation and Property Acquisition**

**Councilman McCall moved to close the meeting.** Councilman Pruden seconded the motion. The vote was as follows: Councilman McCall “Aye,” Councilman Wardle “Aye,” Councilman Pratt “Aye,” Councilman Pruden “Aye,” and Chairwoman Winn “Aye.”

Those in attendance during the closed session were: Glenn Caldwell, Jim Bolser, Mayor Patrick Dunlavy, Roger Baker, Paul Hansen, Michelle Pitt, Randy Sant, Attorney Ted Barnes, Councilman McCall, Councilman Wardle, Councilman Pratt, Councilman Pruden, and Chairwoman Winn.

The meeting closed at 5:19 p.m.

No minutes were taken on these items.

#### **6. Adjourn**

**Councilman Pratt moved to adjourn the meeting.** Councilman McCall seconded the motion. The vote was as follows: Councilman McCall “Aye,” Councilman Wardle “Aye,” Councilman Pratt “Aye,” Councilman Pruden “Aye,” and Chairwoman Winn “Aye.”

The meeting adjourned at 6:55 p.m.

*The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.*

Approved this 30th day of June, 2017

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Debra E. Winn, Tooele City Council Chair