

## **AGREEMENT**

This Agreement is entered into this 22nd day of October 2021, by and between **Skyline Electric Company**, a Utah corporation, and Tooele County at the Tooele County Solid Waste Facility.

### WITNESSETH

WHEREAS Skyline Electric Company. (hereinafter the Contractor) has heretofore entered into a contract with Tooele County (hereinafter "the Owner") to perform certain labor and furnish certain materials in the construction of the project known as Tooele County Solid Waste Facility Electrical Service Upgrade (hereinafter "the Project"); and,

WHEREAS Contractor is willing to perform certain labor and provide certain materials as needed by the bid documents produced by Skyline Electric Company (hereinafter "the Engineer or Architect") in conjunction therewith.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

#### **1. Work and Materials.**

- a. The Contractor shall perform labor and provide the materials to the Project in strict accordance with the plans, specifications and contract documents between the Contractor and the Owner and shall otherwise meet the requirements of Owner's plans and specifications pertaining to the Project as prepared by the Owner's Architect or Engineer and the Contractors engineer or authorized representative assigned to the Project.
- b. The scope of work is as described per contract attachment Exhibit A.
- c. Project completion date is tentatively set on or before January 30<sup>th</sup> 2022.

#### **2. Payment**

- a. Owner agrees to pay Contractor for the satisfactory completion of the work and materials provided as per Paragraph 1 above, the sum of **\$161,875.00** (Per Contract attachment Exhibit B)
- b. The Owner shall make, on account of the sum above, payments to Contractor for that portion of the work performed in the preceding period in accordance with estimates prepared by Contractor and as approved by the Owner's Architect or Engineer and the Owner or Owner's representative. Period estimates must be submitted to the Owner or Owners Representative by the 15<sup>th</sup> and 25<sup>th</sup> of each month.
- c. Said payments shall be made by the Owner covering the corresponding estimate of the Contractor, including the approved portion of Contractor's estimate.
- d. The said payments will be made by the Owner, based on approved estimates from the Contractor to be paid within fifteen (15) calendar days, together with any other monies due and owing the Contractor shall be paid to the Contractor.
- e. If said payments are delayed or late beyond seven calendar days from when the payment came due, the Owner agrees to pay a 1% per day penalty to the Contractor on the amount of the monies due to the Contractor for that period until the payment is satisfactorily received by the contractor.

#### **3. Delays, Materials, and Completion of Work.**

- a. The Owner and the Contractor agree that time is the essence of this Agreement. The Contractor agrees to furnish all labor and materials necessary and required to accomplish the work of this agreement in accordance with the time allowed and Scope agreed upon in Exhibit A. It is agreed that the schedule is the schedule that the Contractor has prepared, and the Owner has agreed to. The Contractor agrees to organize his work in such a way that he performs his portions of the work in accordance with the schedule so as not to delay or impact the Project as a whole. The Contractor shall complete all the various phases of the work as the Project progresses and as required by the schedule.

- b. The Owner shall not hold the Contractor responsible for damages, increased costs of materials, and/or delays in performance caused by force majeure, acts of God, pandemics, epidemics, supply-chain disruptions, or any other event beyond the control of the Contractor that could not have been reasonably foreseen and prevented.

**4. Defects.**

Subcontractor shall perform all its work in a careful and workmanlike fashion. If, in the performance of its work, the Owner or Owners Representative discovers defects in the work or material on which the Contractor's work or materials is dependent, they shall immediately report the same in writing to the Contractor thereafter and shall allow the Contractor a reasonable amount of time in which to remedy such defects. In the event the Owner or Owners Representative does not report such defects to the Contractor in writing, the Owner or Owners Representative shall be responsible for having accepted the same as satisfactory.

**5. Liens and Payment of Subcontractors.**

- a. Contractor shall timely make a payment to all parties acting as subcontractors, materialmen or employees to Contractor and shall otherwise ensure that no liens or encumbrances shall occur on the Project or claims be made against the Owner by reason of nonpayment by the Contractor to its suppliers, materialmen, subcontractors, or employees. In conjunction therewith, the Owner shall have the option of either paying any of Contractor's subcontractors, suppliers, materialmen or Subcontractor's employees directly for any amounts due to such parties or persons or making payments jointly to any person or company who is a materialman, supplier, subcontractor, or employee for the Project who has not been paid by the Contractor. Such direct or joint payments shall be in full accord and satisfaction of the amount paid as if such payment had been made solely to the Contractor or solely to the said materialmen, subcontractor, or employees to the subcontractor. This option or its exercise shall in no way be construed as a promise, guaranty, or contractual relationship to or with the Contractor's suppliers, materialmen, subcontractors or employees, or to create liability on the Owners part for the amounts owed by the Contractor to its suppliers, materialmen, subcontractors, or employees, nor to be construed as a waiver of the Owners rights against the Contractor or others, and the Owner shall not be obligated to make payments in excess of the amounts due and payable to Contractor.
- b. Contractor shall also provide on a periodic basis as determined by the Owner a release of liens through the then current payment period for all such persons or entities who have provided labor, materials and/or services on the Project at the Contractor's request or on the Contractor's behalf. A release of lien shall be provided by the Contractor to the Owner upon receipt of periodic payments.
- c. The Contractor agrees that he will designate on each check which he pays to his labors, suppliers, or subcontractors, the application of such monies to this Project under which payment is being made. Monies being paid by the Owner to the Contractor shall be used to apply exclusively to the payment of laborers, suppliers, and subcontractors applicable to this Project, and shall not be used to pay any other indebtedness of the Contractor, until he shall deliver to the Owner complete and full releases, claims and waivers from all laborers, suppliers, and subcontractors to which the Contractor has employed applicable to this Project, and all final payments have been made.

- 6. **Fees, Permits, and Licenses.** Contractor shall, at its own costs and expense, apply for and obtain all necessary permits and licenses through Tooele County inspections, and shall perform its work and supply its material in accordance with city, county, state and federal ordinances and laws applicable to the work and materials covered by this Agreement.

**7. Insurance.**

- a. Contractor shall be responsible for maintaining adequate property and liability insurance covering Contractor's activities in conjunction with the Project and shall furnish to the Owner a copy of the said policy where the Owner is the named insured.

**Minimum Acceptable Insurance Levels**



<b>Commercial General Liability</b> – (all operations of the insured) Combined Bodily Injury and Property Damage Liability: <b>\$2,000,000</b> General Aggregate, <b>\$2,000,000</b> Products-completed operations, <b>\$1,000,000</b> Each occurrence, <b>\$1,000,000</b> Personal & Advertising Injury, <b>\$100,000</b> Fire Damage
<b>Automobile Liability</b> - <b>\$1,000,000</b> combined single limit each accident
<b>Umbrella/Excess Liability</b> - <b>\$5,000,000</b> Each Occurrence, <b>\$5,000,000</b> Aggregate
<b>Workers Comp</b> - <b>\$1,000,000</b> Each Accident, <b>\$1,000,000</b> Disease, policy limit, <b>\$1,000,000</b> Disease, each employee
Owner all to be named as additional insured.
Policies to include Waivers of Subrogation
thirty (30) day cancellation notice

Contractor will provide evidence of such insurance to the Owner prior to commencement of the work or delivery of materials contemplated by this Agreement. At any time during the course of this Agreement should any insurance policy lapse or be terminated, the Contractor must give immediate written notice to the Owner of such occurrence and take immediate action to obtain new, valid insurance coverage. In addition, the Owner may withhold such amounts otherwise due and owing to the Contractor as will adequately and reasonably protect the Owner from losses by reason of such lapses or termination. Any lapse, cancellation or termination of any above-referenced insurance policy constitutes a material breach of this Agreement and subjects the Agreement to termination at the Owner option.

- b. This Agreement is not valid until certificates of insurance showing Workman's Compensation and general liability coverage are submitted to the Owner.
8. **Changes.** The Owner may add to or deduct from the amount of work covered by this Agreement. Any change to the scope or extent of the work or materials provided for under this Agreement shall be in writing and agreed to by the Contractor and the Owner. Without such a signed written document, the Contractor shall not be entitled to payments greater than those provided for in this Agreement regardless of the extent of such additional work actually performed or materials actually supplied.
9. **Termination.** In the event the contract between the Owner and the Contractor is terminated prior to its completion for any reason whatsoever, upon notification to Contractor by the Owner of such termination, the Contractor agrees to accept in lieu of all other claims under this Agreement an amount equal to the value of the actual work performed and the material supplied to the Project as of the date of the notification; provided, however, that to the extent any materials have been ordered by Contractor and are not capable of being resold to third parties or otherwise disposed of without loss, such materials shall be delivered to the Owner and the Contractor shall be paid the value of the same (see Paragraph 2.c.) except as specified herein, and as reduced by payments previously made by the Owner, the Contractor agrees that no other or further sums will be due and owing to the Contractor by the Owner under this Agreement.
10. **Safety Program and Drug and Alcohol Testing**
  - a. To meet the objectives of our safety program and ensure safe working conditions on the project, recognizing that safety and efficiency go hand-in-hand, the Contractor agrees to follow OSHA 29CFR1926 Construction Industry Regulations.
  - b. The Contractor shall have in effect a drug and alcohol policy and testing program that conforms to Utah law. Such drug and alcohol testing program shall include: (1) Submission of employees of the Contractor to random testing upon request of Skyline Electric Co.; (2) Mandatory testing of any Contractors or Subcontractor's employees involved in any accident in the work place; and (3) Testing of any employee whom either Contractor or the Owner reasonably believe may be under the influence of drugs of alcohol in the work place. The Contractor shall take action it deems appropriate under its policy when its employees test positive for the presence of drugs and/or alcohol or refuse to submit to drug or alcohol testing. In any event, however, the Contractor shall not allow any of its employees who have tested positive for drugs or alcohol or who have refused to submit to drug or alcohol testing to begin or continue to work on any aspect of any project it has with the Owner unless the Owner agrees in writing. The Contractor shall bear the cost of its drug testing program. Failure to comply with the terms of this provision by Contractor constitutes a material breach of this Agreement and subjects the Agreement to termination.

11. **Notices.** Except as otherwise expressly provided in this Agreement, all notice and requests required or authorized shall be given in writing. Notices and requests will be submitted by personal delivery to an authorized officer of the party to whom the same is given or by registered mail, certified mail, return receipt requested, or by telefax or email. The date upon which any notice or request is so personally delivered or if such notice or request is given by certified mail or by telegraph, the date upon which it is received by the addressee shall be deemed to be the effective date of such notice or request.
12. **Equal Employment Opportunity.**
- During the performance of this Contract, the Contractor agrees to not discriminate against any employee because of race, color, creed, handicap, veteran status, or national origin, as outlined in the Equal Opportunity Clause of the Regulations of Executive Order 10925 of March 6, 1961 as amended by Executive Order 11114 of June 22, 1963, Presidential Executive Order 11246 and Section VII of the Civil Rights Act of 1964. The executive orders and the respective regulations are made part of this Agreement by this reference. Contractor shall also fully comply with wage-hour and Equal Opportunity Regulations, and shall take vigorous affirmative action, including the submittal of written affirmative action program to employ minority employees whenever so required –and is encouraged to do so in the absence of such requirements.
  - As part of this contract, Skyline Electric Co. prohibits sexual harassment, intimidation or coercion in any form in any and every workplace, and will strive to eliminate sexual harassment, intimidation or coercion from taking place in the Company. The Company holds the managers, supervisors and subcontractors responsible for eliminating sexual harassment, intimidation or coercion from their work area and educating subordinates on the effects of sexual harassment, intimidation or coercion.
13. **Hazardous and Toxic Substance.**
- Subcontractor shall not use or permit use of any Hazardous Substance (as defined by law either federal or state) to be employed in the prosecution of the work or to be brought into or stored at the project site, except for commonly used construction materials, provided that all such construction materials shall be handled in full compliance with all applicable then current governmental rules and regulations. Subcontractor shall not intentionally or otherwise release or dispose of hazardous substances at the project site of into the soil, drains, surface or ground water, or air.
14. **Attorney's Fees.** Should either party hereto default in any of the terms or conditions of this Agreement, that defaulting party shall pay all reasonable costs and expenses, including but not limited to legal fees and costs, incurred as a result of the default or actions taken to enforce the terms of this Agreement, whether or not a lawsuit is filed.
15. **Governing Law.** This contract shall be governed by and interpreted according to the laws of the State of Utah.
16. **Entire Contract.** This Agreement and Bid Documents contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations and agreements, whether oral or written, between the parties with respect to such matter, and no addition to or modification of this Agreement or waiver of any provision of this Agreement shall be binding on either party unless made in writing and executed by the signed parties to this Agreement.
17. **Material Costs.** In the event material or labor prices increase by more than 5% from the date of Contractor's proposal, Contractor reserves the right to adjust its pricing and schedule to meet market fluctuations in material and labor costs.

**OWNER**

By \_\_\_\_\_

Printed: \_\_\_\_\_

James A. Welch  
James A. Welch

**CONTRACTOR:**

Skyline Electric Company, Inc.

By \_\_\_\_\_

Printed: \_\_\_\_\_

Todd Shaffer  
Todd Shaffer

Title: County Manager  
Dated 10/15/21

Title: President  
Dated 11/8/21

Federal I.D. No.: 87-0439877  
Contractor License No.: 247292-5501

APPROVED AS TO FORM:

Colin R. Winchester 10/26/2021  
Colin R. Winchester  
Deputy Tooele County Attorney





1.73	06061
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		MANUFACTURER	FX						
	TYPE	DESCRIPTION	NAME	CATALOG NO.	VIA	LAMP	LUMING	TEMP	NOTES
F1		SURFACE WARM LIGHT	METALUX	4973-LDS-5-W-W-ELLOW-LMO	44	LED	2818	4000 K	DM-ELLOW
F2		WALL PACK LED	LUMARK	XTOB8-W-PC1	38	LED		4000 K	WITH PHOTO CELL

[illegible]



SHEET NO. E3.1  
IMPE PROJECT NO. 19090

- PHOTO 1
- REMOVE CONDUITS  
SEAL ALL HOLES WITH  
GROUT.



**H.P.E. INC.**  
**ELECTRICAL**  
**ENGINEERS**  
**POWER, CONTROL &**  
**INSTRUMENTATION**  
**SYSTEMS**  
 HEGENHART POWER  
 CORPORATION  
 708 EAST 50 SOUTH,  
 AMERICAN FORK, UTAH,  
 84003  
 TEL. (801) 642-2051  
 FAX. (801) 642-2154

**HPE**  
 ELECTRICAL ENGINEERING



REV.	DATE	DESCRIPTION	BY
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**TOOELE COUNTY**  
**TRANSFER STATION**

**TOOELE, UT.**  
**ELECTRICAL**  
**PHOTOGRAPHS,**  
**SHT. 1**

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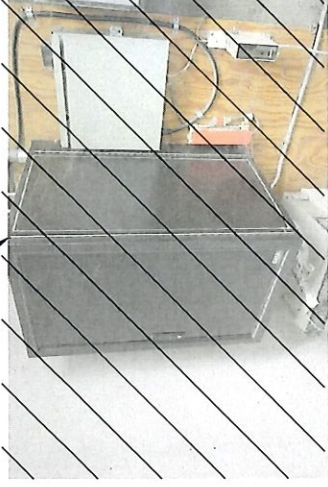
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 SHEET, ADJUST SCALES ACCORDINGLY.

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 AS SHOWN  
 DESIGNED BY:  
 DESIGNED BY:  
 DESIGNED BY:

DATE:  
 DEC. 2019  
 SHEET NO.  
**E4.1**  
 HPE PROJECT NO.  
**19090**



PHONE AND DATA TO BE  
 RELOCATED TO EXISTING  
 OFFICE BY OWNER



**PHOTO 3**

**PHOTO 2**



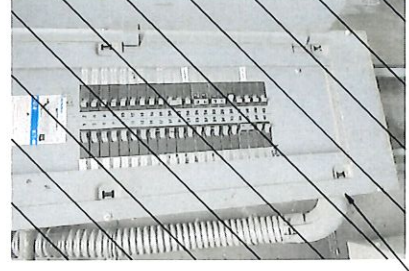
LIGHTING CONTRACTOR- LUP-1  
 ALL CIRCUITS SHALL BE REROUTED AND  
 REPAIRED IN NEW BUILDING.  
 REPAIRS TO NEW BUILDING  
 BUILDING LIGHTING CONTRACTOR  
 AND TIME CLOCK.

**PHOTO 4**



ALL CIRCUITS SHALL BE REROUTED AND  
 ALL EQUIPMENT AND CONDUIT REMOVED.

**PHOTO 5**



**PHOTO 6**



**H.P.E. INC.**  
**ELECTRICAL**  
**ENGINEERS**  
**POWER, CONTROL &**  
**INSTRUMENTATION**  
**SYSTEMS**  
 HEGERHORN POWER  
 ENGINEERING CORPORATION  
 708 EAST 50 SOUTH,  
 AMERICAN FORK, UTAH,  
 84003  
 TEL. (801) 642-2051  
 FAX. (801) 642-2154



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**TOOELE COUNTY**  
**TRANSFER STATION**  
 TOOELE, UT.

**ELECTRICAL**  
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**SHT. 2**

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 ENGINEERED BY:  
 DATE:  
 DEC. 2019  
 SHEET NO.  
**E4.2**  
**HPE PROJECT NO.**  
**19090**

**GENERAL NOTES:**

1. ALL CIRCUITS AND CONDUIT TO BE REROUTED TO NEW BUILDING IN A (2)  
 DAY OUTAGE COORDINATE WITH ROCKY MOUNTAIN POWER. EXISTING  
 EQUIPMENT SHALL BE REMOVED AFTER NEW BUILDING IS ENERGIZED.  
 SALVAGE EQUIPMENT AND TRANSFORMER TO OWNER.



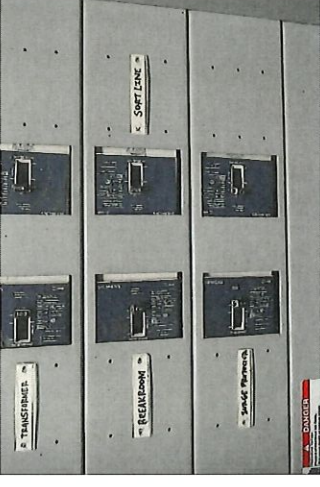
BOTTOM HALF OF EXISTING 480V PANEL PP-1  
 REROUTE CIRCUITS TO NEW PANEL PP-1 IN  
 NEW BUILDING.



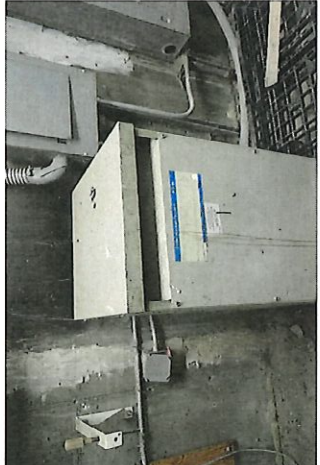
PANEL MDP MAIN BREAKER REROUTE CIRCUITS  
 TO NEW MAIN SERVICE DISCONNECT.



TOP HALF OF EXISTING 480V PANEL PP-1  
 REROUTE CIRCUITS TO NEW PANEL PP-1 IN  
 NEW BUILDING.



PANEL MDP REROUTE CIRCUITS TO NEW PANEL  
 MDP IN NEW BUILDING.



EXISTING TRANSFORMER (REPLACED WITH NEW  
 TRANSFORMER IN NEW BUILDING).



PANEL MDP REROUTE CIRCUITS TO NEW PANEL  
 MDP IN NEW BUILDING.



**H.P.E. INC.**  
**ELECTRICAL**  
**ENGINEERS**  
**POWER, CONTROL &**  
**INSTRUMENTATION**  
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 1000 S. 1000 E.  
 AMERICAN FORK, UTAH,  
 84003  
 TEL. (801) 642-2051  
 FAX. (801) 642-2154



REV.	DATE	DESCRIPTION	BY
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**TOOELE COUNTY  
 TRANSFER STATION**

TOOELE, UT.

ELECTRICAL  
 PHOTOGRAPHS,  
 SH. 3

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 DEC. 2019

SHEET NO. **E4.3**  
 HPE PROJECT NO. **19090**

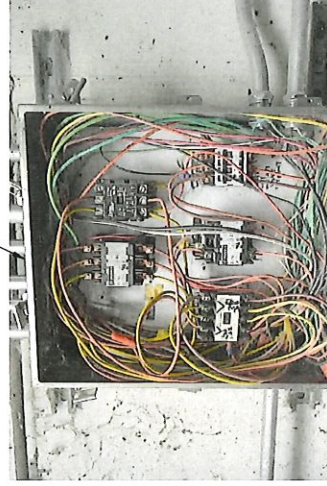


PHOTO 13

CONTRACTOR SHALL REPLACE ALL LIGHTING CONTACTORS AND REWIRE CIRCUITS TO NEW  
 LIGHTING CONTROL PANEL IN NEW BUILDING.



PHOTO 14



REROUTE CONDUIT AND CIRCUITS THROUGH NEW WIRING ON  
 EXTERIOR OF BUILDING TO BREAKERS IN NEW BUILDING. REMOVE  
 ALL CONDUIT AND BOXES BELOW BEAM.

PHOTO 15

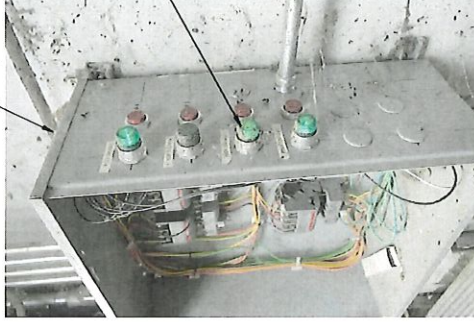


PHOTO 16

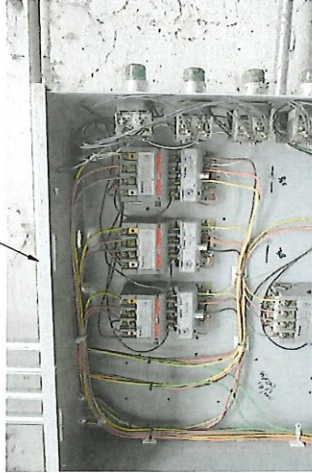


PHOTO 17



PHOTO 18

CONTRACTOR TO REPLACE TIME CLOCKS WITH NEW 7 DAY  
 PROGRAMMABLE TIME CLOCKS IN NEW BUILDING. RE-CIRCUIT ALL  
 LOADS TO NEW BUILDING/ROUTE CONDUIT AND CIRCUITS  
 THROUGH NEW WIRING ON EXTERIOR OF BUILDING TO BREAKERS  
 IN NEW BUILDING.

PHOTO 19







Project: **Tooele County Solid Waste Facility Electrical Building REV1**

Date: 9-10-2021

Skyline Electric Company appreciates the opportunity of providing you with a proposal for the above-mentioned project.

Our price of **\$161,875.00** is for the scope of work, is per plans and specifications or as qualified below and breaks down as follows:

Inclusions:

- All earth work, concrete, 20'x 10' Steel Connex, lighting, door, window, electrical work, including RMP coordination per plans and specs.
- \$2500 HVAC allowance has been added to this budget quote.
- All tools, equipment and labor as needed for scope of work as shown.
- Electrical demo as shown on the electrical drawings.
- Sales tax

Exclusions:

- Control work not specifically shown on the electrical drawings.
- Anything not stated above in inclusions, or not stated in the drawings and specs provided.
- A new pad mounted transformer is not anticipated, if it is deemed to change out the transformer, that cost will be assessed by Rocky Mountain Power.
- Trade interference impacts imposed by other trades, including trade stacking.
- Performance and Payment Bonds

Clarifications & Other:

- Performance and Payment bonds can be provided for an additional cost.
- **Please note:** Even though we have taken out the CMU building and replaced it with a steel connex building for the new electrical room, the price of goods and services have increased due to inflation and the availability of some said materials. Also please note that some items needed for this project may have a current long lead time and may impact the duration of this project.
- Assumed work schedule is day (1<sup>st</sup>) shift, Monday – Friday.
- Assuming Variable Frequency Drives (VFDs) are provided by others.
- Assuming Utility Company charges and fees will be paid by others.
- Our insurance limits and payment terms can be viewed at the link below. This proposal includes these conditions unless noted otherwise. [Insurance Limits & Payment Terms](#)

Skyline Electric Company offers this proposal to you in good faith for a period of Thirty Days. Your confidential handling of this proposal is greatly appreciated. The proposal price(s) contained in this proposal is conditioned upon present material and labor prices to provide you with the most competitive price available. In the event material or labor prices increase by more than 5% from the date of this proposal, Skyline Electric Company reserves the right to adjust its pricing and schedule to meet market fluctuations in material and labor costs.

*The COVID-19 pandemic, its direct and indirect effects, and the resulting current and potential future restrictions imposed by governmental authorities are dynamic events that may affect the labor force, site restrictions, costs, means and methods to perform work, and the availability and delivery of goods and materials. The duration of the pandemic and related government restrictions is unknown at this time, these circumstances are not included within this proposal. While Skyline Electric Company will make every reasonable effort to meet schedules and delivery milestone dates, we cannot guarantee them and will notify you, amend and supplement this proposal and/or schedule as necessary when information is available.*

If you have any questions regarding this proposal, please do not hesitate to call me at 801-972-3656.



## **PROPOSAL**

Sincerely,

Greg Mackley

A handwritten signature in blue ink, appearing to read "Greg Mackley", written over the printed name.

Estimator/PM