PUBLIC NOTICE

Notice is Hereby Given that the Redevelopment Agency (RDA) of Tooele City will meet in a Business Meeting Wednesday, June 7, 2023, immediately following the Municipal Building Authority (MBA) Business Meeting, which begins at 7:00 p.m. The Meeting will be Held in the Tooele City Hall Council Chambers, Located at 90 North Main Street, Tooele, Utah. The Complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecity.org, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Michelle Pitt, City Recorder at (435)843-2111 or michellep@tooelecity.org

We encourage you to join the RDA meeting electronically by visiting the ***Tooele City YouTube Channel****, at* https://tinyurl.com/ykjpjx4z *or by going to YouTube.com and searching "Tooele City Channel".*

AGENDA

1. **Open RDA Meeting**

2. **Roll Call**

3. **Resolution 2023-05** A Resolution of the Redevelopment Agency of Tooele City, Utah, Approving and Ratifying an Agreement with Terracon Consultants, Inc., for Environmental Services at the Tooele City Business Park
   Presented by Jared Stewart, Economic Development Director

4. **Resolution 2023-06** A Resolution of the Redevelopment Agency of Tooele City, Utah, Approving and Ratifying an Agreement with Direct Push Services LLC, for Environmental Remediation Services at the Tooele City Business Park
   Presented by Jared Stewart, Economic Development Director

5. **Minutes**
   ~May 3, 2023 RDA Business Meeting

6. **Adjourn**

_____
Michelle Y. Pitt, RDA Secretary

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 435-843-2111 or michellep@tooelecity.org, Prior to the Meeting.

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

RESOLUTION 2023-05

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, APPROVING AND RATIFYING AN AGREEMENT WITH TERRACON CONSULTANTS, INC., FOR ENVIRONMENTAL SERVICES AT THE TOOELE CITY BUSINESS PARK.

WHEREAS, the Redevelopment Agency of Tooele City, Utah ("RDA") had developed the Tooele City Commercial Park in several phases for institutional and light-industrial users, owns more than 200 undeveloped acres adjacent to the Commercial Park, and is creating on those undeveloped acres a Tooele City Business Park; and,

WHEREAS, on June 7, 2023, the City Council approved Ordinance 2023-28, creating the Tooele City Business Park (TCBP) zoning district, a unique combination of use-based and form-based land use regulation approaches to a mixed commercial-industrial area; and,

WHEREAS, the RDA has conducted or obtained phase 1 environmental studies for the TCBP, which revealed the presence in some sampling areas of arsenic levels in the soil, and which indicate the need for further environmental study and remediation; and,

WHEREAS, the RDA wishes to retain the environmental services of Terracon pursuant to the attached agreement and scope of work, for an amount not to exceed $60,000 (see Exhibit A); and,

WHEREAS, State of Utah law does not require Terracon's services to be bid, and the Tooele City procurement policies allow exceptions to the competitive bidding process for professional services such as those rendered by Terracon under the agreement:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, that the agreement and scope of work attached hereto as Exhibit A are hereby approved and ratified, and that Mayor Winn, as RDA Executive Director, is hereby authorized to sign the agreement on behalf of the RDA.

This Resolution is necessary for the health, safety, and general welfare of Tooele City and shall be effective immediately upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Board of Directors of the Redevelopment Agency of Tooele City, Utah, this ___ day of _____, 2023.

BOARD OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

(For)	(Against)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ABSTAINING: _____

CONCURRING: RDA EXECUTIVE DIRECTOR:

_____

ATTEST:

_____
Michelle Y. Pitt, RDA Secretary

S E A L

Approved as to Form: _____
Roger Evans Baker, RDA Attorney

Exhibit A

Terracon Agreement

AGREEMENT

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, a corporation of the State of Utah, (hereinafter "RDA"), and ___Terracon__ of _6949 S High Tech Drive Midvale UT, a _____Company_____ **,** (hereinafter "Contractor") enter into this Agreement on the ___1st___ day of June , 2023 (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:

   Coordination of environmental soil remediation project; services as described in Option 1 of the attached document.

2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor's performance of the Services.

3. Compensation.
   a. Rate. The City shall pay the Contractor the sum of **$41,000** 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 **August 1, 2023**.

5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.

6. Indemnification and Insurance.
   a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least $1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.
   b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.
   c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming

eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.

d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.

e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.

f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.

7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.

8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.

9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION	CONTRACTOR
_____	_____
Debra E. Winn, RDA Executive Director	Signature Print Name/Title:_____

Attest:

_____
Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

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

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

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

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

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

CHECK APPLICABLE BOX:

□ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

_____ _____

Contractor Signature Date

6949 South High Tech Drive
Midvale, Utah 84057
P (801) 545-8500
Terracon.com

May 19, 2023

City of Tooele Utah
90 North Main
Tooele, Utah 84074

Attn: Ms. Shiloh Baker
P: (435) 843-2169
E: shilob@tooelecity.org

Re: Impacted Soil Excavation Oversight
Tooele Development Project
Tooele Boulevard 200 South to 1300 South
Tooele, Tooele County, Utah
Terracon Proposal No. P61237126 Task 1

Dear Ms. Baker:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the City of Tooele (client) to provide oversight and confirmation sampling of excavation and disposal activities at the above-referenced site. The scope of work associated with this proposal is based on the findings and conclusions of the Limited Site Investigation (LSI) Report (Terracon Report No. 61237126; dated May 2, 2023).

Scope of Services (see Section 2.0 of attached Proposal Detail)	Oversight and confirmation sampling services provided during excavation of lead and arsenic impacted soil identified along the former railroad tracks at the site.
Schedule (see Section 3.0 of attached Proposal Detail)	Delivery of report within 15 business days following completion of fieldwork and sampling.

Compensation (see Section 3.0 of attached Proposal Detail)	**Option 1: Disposal at Tooele County Landfill** Estimated 18 days to complete site work and up to 90 soil confirmation samples for laboratory analyses. ***$41,000** **Option 2: Disposal at Intermountain Regional Landfill (IRL)** Estimated 32 days to complete site work and up to 90 soil confirmation samples for laboratory analyses. ***$60,000**

*Not-to-Exceed Estimated Amount. If the time to complete the project or estimated number of laboratory analytical samples are less than anticipated, the fee to complete the project may be adjusted.

This proposal may be accepted by executing the Supplement to Agreement for Services along with this proposal to Steve Maliszeski (Steve.Maliszeski@terracon.com). Refer to the attached proposal detail for assumptions and limitations. This proposal is valid for 60 days.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you should have any questions or comments regarding this proposal, please contact either of the undersigned at (801) 545-8500.

Sincerely,

Terracon Consultants, Inc.

Stephen Maliszeski
Project Manager

Amy Austin
Authorized Project Reviewer

Attachments: Proposal Detail
Supplement to Agreement for Services
Exhibits

1.0 PROJECT INFORMATION

The site (Exhibit 1) is comprised of sixteen parcels or portions thereof (Tooele County parcels 16-078-0-025a, 02-010-0-0053, 02-010-0-0004, 02-018-0-002, 02-018-0-0005, 02-010-0-0053, 02-018-0-0003, 02-018-0-0006, 02-018-0-0008, 02-018-0-0009, 02-018-0-0010, 02-018-0-0007, 02-010-0-0050, 02-0100-0027, 02-010-0-0020 and 02-018-0-0021) totaling approximately 304.74 acres of vacant land. The site was formerly occupied by railroad tracks, unimproved roadways, and a portion of an airport runway. A Phase I Environmental Site Assessment (ESA) Report (Terracon Report No. 61227023; dated March 8, 2022) was completed which identified the former railroad tracks and the potential for impacts to the soil as a Recognized Environmental Condition (REC).

Terracon conducted an initial Limited Site Investigation (Terracon Report No. 61227127; dated April 22, 2022) to evaluate whether impacted soils were present in the area of the railroad tracks. Test pits were located along the former rail lines (Exhibit 2). Soils reporting concentrations of lead and arsenic above regulatory screening levels were identified. A second investigation was conducted (Terracon Report No. 61237126; dated May 2, 2023) to further define the extent of impacted soils.

Results were compared to the EPA Regional Screening Levels (RSL) for Industrial properties. As concentrations of naturally elevated arsenic are known to occur in the area, a typical background screening level of 50 mg/kg of arsenic for commercial/industrial properties was utilized.

Concentrations of lead exceeding the EPA RSL for Industrial properties were reported in test pits TP-1, TP-3, TP-7, TP-8, TP-10, and TP-11 (Exhibit 3). Arsenic exceeded the background screening level in TP-8. It appears that impacted soils may extend up to 5 feet below grade.

2.0 SCOPE OF SERVICES

The proposed scope of work has been designed to provide oversight and guidance during the excavation of soils at the site to remove only soils exceeding the EPA RSL for Industrial properties for lead and 50 mg/kg for arsenic.

Terracon's services include field screening of the excavation of soils during excavation to assist in the delineation of the soils exceeding the screening levels, the collection of confirmation soil samples to document that soils remaining in the area do not exceed a screening level, and a report documenting the proper disposal of impacted soils.

2.1 Objective

The objective of the proposed scope of work is to assist in the characterization of soils during excavation to limit the volume of soils removed the site and to provide a report documenting removal of impacted soils from the site.

2.2 Excavation Direction and Oversight

Based on the previous investigations, it appears that the soil reporting elevated lead and arsenic concentrations is limited to the vicinity of the former railroad tracks and is inconsistent in concentration and depth over the entire length of the former tracks. Impacted soil exceeding screening levels was observed up to approximately five feet below grade. Terracon is anticipating that an average of 3.5 feet of soil will need to be removed from the surface over the entirety of the former onsite railroad tracks. It is estimated that up to approximately 2,800 cubic yards (4,200 tons) of soil may exceed a screening level.

Terracon field personnel will be onsite each day to guide the excavation and removal process. Field personnel will utilize a hand-held x-ray fluorescence (XRF) spectrometer to field screen soils during excavation to determine the vertical and horizontal extent of soils reporting lead and arsenic above screening levels.

Confirmation samples will be submitted for laboratory analysis of lead and arsenic to document the soils remaining at the site do not exceed a screening level.

2.3 Extent of Excavation Confirmation Sample Collection

The exact depth and width of the excavation will be determined by the field personnel utilizing an XRF and visual observations. If during the excavation activities, impacted soil with elevated field screening concentrations is observed beyond the area of the former railroad tracks, the client will be notified prior to additional excavation.

Upon field observations indicating decreased arsenic and lead concentrations, confirmation samples will be collected and submitted for laboratory analysis. Confirmation samples will be collected from each of the walls of the excavation and the floor of the excavation at a rate not to exceed 75 linear feet of excavation. Each confirmation sample will consist of a 4-point composite sample. Samples will be placed into laboratory-prepared containers, labeled, and placed on ice in a cooler. The samples and completed chain-of-custody forms will be delivered to Chemtech Laboratories for analysis of lead and arsenic (Method 6010B) on a requested rush 24-hour turnaround time.

The excavation trenches will remain open until the laboratory analytical report is received to confirm that impacted soils exceeding the screening levels have been removed from the area. Once it has been determined that remaining soils do not exceed the screening levels, the excavation contractor may backfill as directed by Tooele City.

2.4 Preparation of Excavation Report

Following site activities and receipt of the laboratory analytical results, a report will be prepared that will include the following:

- documentation of field activities
- site plan showing pertinent site features and final extent of excavation
- analytical laboratory results
- soil disposal documentation
- data evaluation and presentation of findings
- recommendations concerning further action, if necessary

The final written report will reflect results and findings, and, as such, will take precedence over any verbal reports that Terracon personnel may have provided. The analysis, comments and recommendations presented in the final written report will be based on the information collected as discussed in this proposal.

3.0 SCHEDULE AND FEE

It is estimated that the Soil Excavation and Disposal Report will be submitted to the client **within 15 business days** following completion of the field activities. The actual project schedule will be based on the availability of environmental subcontractors. If schedule delays are anticipated based on subcontractor availability, weather, and/or encountered site conditions, the client will be contacted to discuss changes in the schedule.

The Scope of Services outlined in this proposal will be conducted based on the selected disposal landfill. This fee includes one Terracon field personnel onsite for up to 8 hours per day, an XRF analyzer, and delivery of the confirmation samples to the laboratory. Costs associated with the excavation and disposal of soils is not included in this proposal.

Tooele City will work with Direct Push Services to determine the disposal facility. Based on the estimated number of days to complete the project for each disposal facility option, Terracon's oversight and confirmation sample laboratory fees are estimated below.

Estimated Project Cost	
Option 1: Consulting, Field Labor, and Reporting (up to 18 days)	$30,440
Option 2: Consulting, Field Labor, and Reporting (up to 32 days)	$49,440
Subcontracted Laboratory Analyses (up to 90 samples) Rush 24-Hour TAT	$10,560
Total: Option 1 - Tooele County Landfill Option Total Estimated Cost*	***$41,000**
Total: Option 2 - Intermountain Regional Landfill Option Total Estimated Cost*	***$60,000**

*Not-to-Exceed Estimated Amount. If the time to complete the project or estimated laboratory analytical samples are less than anticipated, the fee to complete the project may be adjusted.

If, as a result of these services, additional services are required that are outside the scope of this proposal, you will be contacted to discuss associated costs. Client authorization will be obtained prior to commencement of additional services outside the scope of this proposal.

4.0 SITE ACCESS AND SAFETY

Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

5.0 ASSUMPTIONS AND LIMITATIONS

The scope of services and estimated fee were based on the assumptions and limitations noted below.

- **Excavation and Disposal of Impacted Soil:** Excavation and soil disposal services will be provided by Direct Push Services. Direct Push Services will contract directly with the City of Tooele. This proposal does not include excavation or soil disposal services.
- **Time-frame for Completion of Excavation of Soils**: For the purposes of this proposal, Terracon has estimated that up to 18 days will be required to complete the excavation of soils if disposed at the Tooele County Landfill and up to 32 days if soils are disposed at the IRL Landfill, based on the estimate provided by Direct Push Services.
- **Estimated Number of Confirmation Soil Samples**: For the purposes of this proposal, Terracon has estimated that up to 90 soil samples will be submitted for laboratory analyses with a requested 24-hour turn-around time for results.
- **Site Access:** This proposal assumes Terracon can have ready access to the site, that there will not be delays due to site access, and that the owners will not object to the sampling efforts or the use of excavation equipment at the site. Terracon also assumes that the sampling equipment proposed can access the necessary locations. If site access issues are encountered, the investigation may be delayed, and additional charges may be incurred.
- **Utility Clearance:** The contractor performing the excavation services will be responsible to locate and clear utilities.
- **Personal Protective Equipment:** Field services will be performed in OSHA Level D attire consisting of hard hats, safety glasses, protective gloves, and steel-toed boots. Client will be responsible for additional costs should an upgrade to personal protective equipment be required due to conditions encountered at site.

If any of these assumptions or conditions are not accurate or change during the project, the stated fee is subject to change.

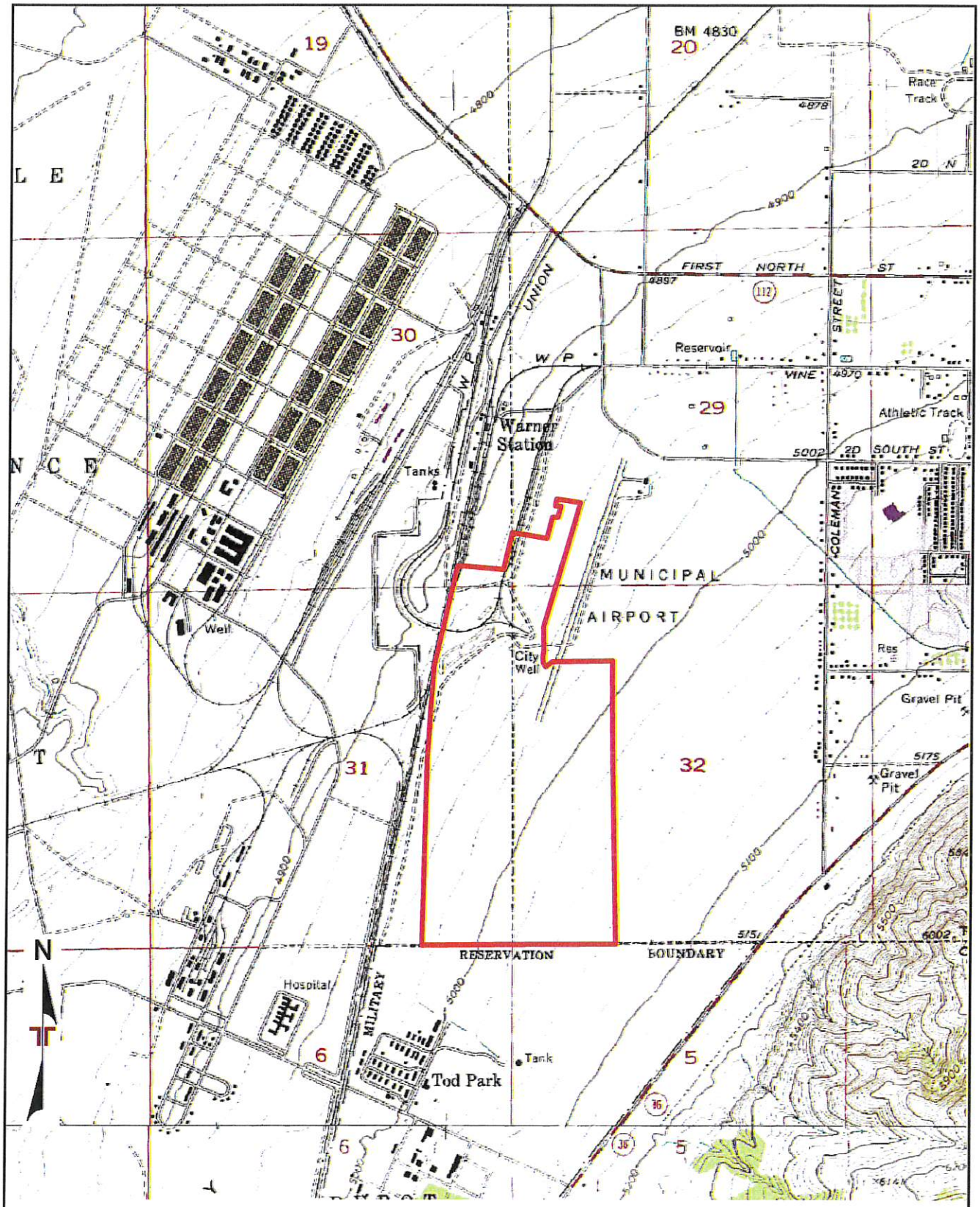
Limitations

Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, express or implied, regarding its services, findings, conclusions or recommendations. Please note that Terracon does not warrant the services of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report. These Site Investigation services will be performed in accordance with the scope of services agreed with you, our client, as set forth in this proposal and are not intended to be in strict conformance with ASTM E1903-19.

Certain indicators of subsurface impacts may be inaccessible, nondetectable, or not present during these services, and we cannot represent that the site contains no hazardous substances, petroleum products, or other latent conditions beyond those identified during this Site Investigation. Subsurface conditions are subject to spatial and temporal variability. Our findings, conclusions, and recommendations will be based solely upon data obtained at the time and within the scope of these services.

Reliance

The Soil Excavation and Disposal Report will be prepared for the exclusive use and reliance of the City of Tooele. Reliance by any other party is prohibited without the written authorization of the client and Terracon. Reliance on the Soil Excavation and Disposal Report by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Client Service Agreement between Terracon and the City of Tooele, sections of this proposal incorporated therein, the Reliance Agreement, and the Soil Excavation and Disposal Report. The defined contractual limitation of liability is the aggregate limit of Terracon's liability to the client and all relying parties.



TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGICAL SURVEY
QUADRANGLES INCLUDE: TOOELE, UT (1/1/1997) and STOCKTON, UT (1/1/1997).

Project Manager: STM	Project No. 61237126	Terracon 6949 S High Tech Dr Ste 100 Midvale, UT 84047-3707	TOPOGRAPHIC MAP	Exhibit
Drawn by: STM	Scale: 1"=2,000'		Tooele Development Project Tooele Boulevard 200 South to 1300 South Tooele, Utah	1
Checked by: ABA	File Name: 61237126 Ex			
Approved by: ABA	Date: 4/28/2023			

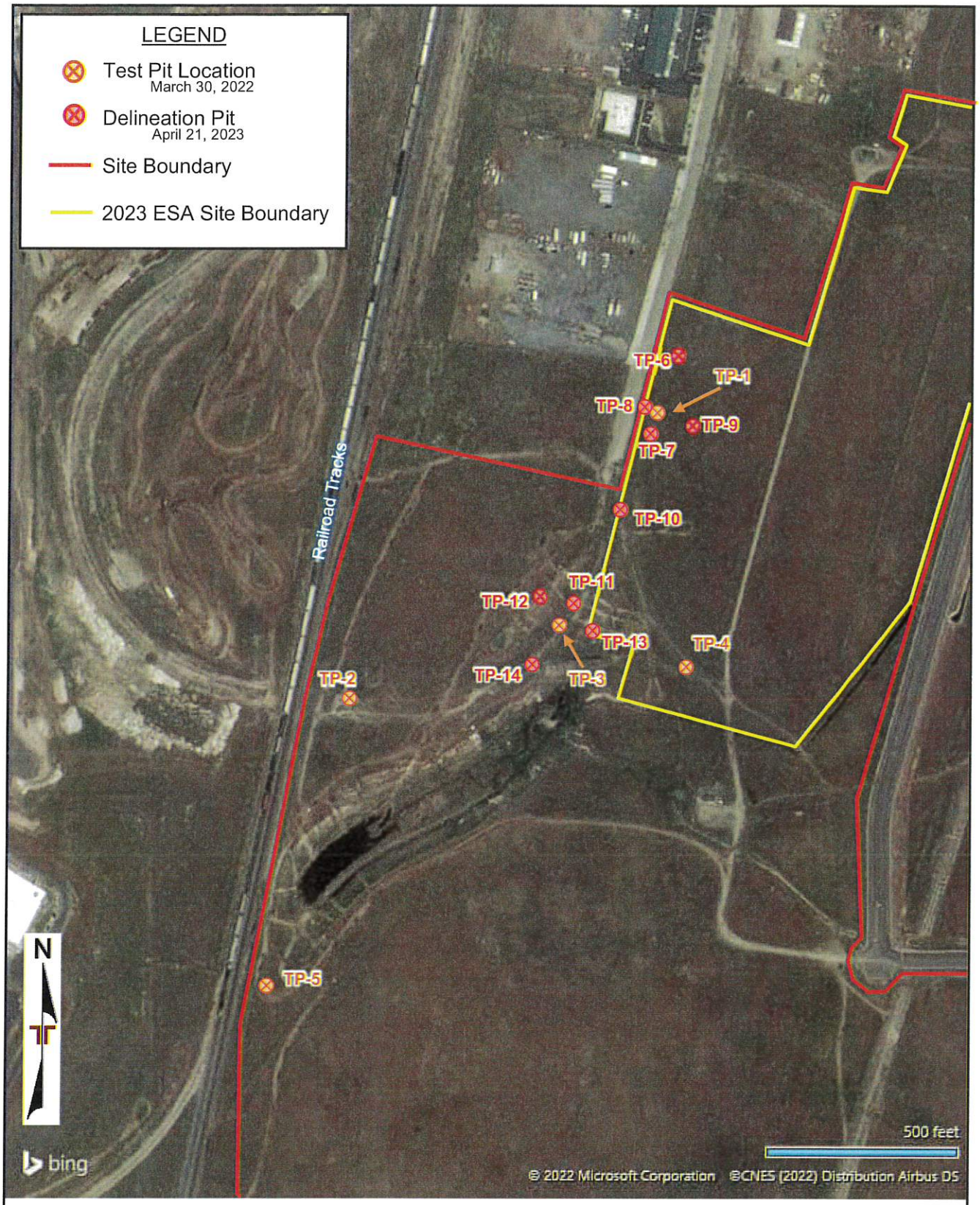


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

Project Manager: STM	Project No. 61237126	Terracon 6949 S High Tech Dr Ste 100 Midvale, UT 84047-3707	TEST PIT LOCATIONS	Exhibit
Drawn by: STM	Scale: AS SHOWN		Tooele Development Project Tooele Boulevard 200 South to 1300 South Tooele, Utah	2
Checked by: ABA	File Name: 61237126 Ex			
Approved by: ABA	Date: 4/28/2023			

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

Project Manager: STM	Project No. 61237126	Terracon 6949 S High Tech Dr Ste 100 Midvale, UT 84047-3707	Sample Location Exceeds Screening Level	Exhibit
Drawn by: STM	Scale: AS SHOWN		Tooele Development Project Tooele Boulevard 200 South to 1300 South Tooele, Utah	3
Checked by: ABA	File Name: 61237126 Ex			
Approved by: ABA	Date: 4/28/2023			

Terracon

SUPPLEMENT TO AGREEMENT FOR SERVICES

CHANGE TO
SCOPE OF SERVICES AND FEES

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 04/05/2023) is between City of Tooele UT ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

1. **Scope of Services**. The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

   Impacted Soil Excavation Oversight

2. **Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

   Option 1: Soil Disposal at Tooele County Landfill $41,000*

   Option 2: Soil Disposal at Intermountain Regional Landfill $60,000*

   *Not to Exceed Amount.

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant:	**Terracon Consultants, Inc.**	Client:	**City of Tooele UT**
By:	Amy Austin Date: **5/19/2023**	By:	Debra E. Winn Date: 25 May 2023
Name/Title:	**Amy Austin / Department Manager, Environmental Services**	Name/Title:	~~**Roger Baker / Tooele City Attorney**~~ Debra E. Winn, Mayor
Address:	**6949 S High Tech Dr Ste 100**	Address:	**90 North Main** ~~**Community Development/Public Works**~~
	Midvale, UT 84047-3707		**Tooele, UT 84074**
Phone:	**(801) 545-8500** Fax: **(801) 545-8600**	Phone:	~~**(435) 843-2120**~~ ~~Fax:~~ Phone: 435-843-2104
Email:	**Amy.Austin@terracon.com**	Email:	~~**RogerB@TooeleCity.org**~~ Shilob@tooelecity.org

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

RESOLUTION 2023-06

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, APPROVING AND RATIFYING AN AGREEMENT WITH DIRECT PUSH SERVICES LLC, FOR ENVIRONMENTAL REMEDIATION SERVICES AT THE TOOELE CITY BUSINESS PARK.

WHEREAS, the Redevelopment Agency of Tooele City, Utah ("RDA") had developed the Tooele City Commercial Park in several phases for institutional and light-industrial users, owns more than 200 undeveloped acres adjacent to the Commercial Park, and is creating on those undeveloped acres a Tooele City Business Park; and,

WHEREAS, on June 7, 2023, the City Council approved Ordinance 2023-28, creating the Tooele City Business Park (TCBP) zoning district, a unique combination of use-based and form-based land use regulation approaches to a mixed commercial-industrial area; and,

WHEREAS, the RDA has conducted or obtained phase 1 environmental studies for the TCBP, which revealed the presence of arsenic levels in the soil, and which indicate the need for environmental remediation; and,

WHEREAS, upon recommendation of Terracon, the RDA wishes to retain the environmental remediation services of Direct Push Services, LLC, pursuant to the attached agreement and estimate, in an amount not to exceed $200,000 (see Exhibit A); and,

WHEREAS, State of Utah law does not require the remediation services to be bid, and the Tooele City procurement policies allow exceptions to the competitive bidding process for professional services such as those rendered by Direct Push under the agreement:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, that the agreement and estimate attached hereto as Exhibit A are hereby approved and ratified, and that Mayor Winn, as RDA Executive Director, is hereby authorized to sign the agreement with Direct Push Services, LLC.

This Resolution is necessary for the health, safety, and general welfare of Tooele City and shall be effective immediately upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Board of Directors of the Redevelopment Agency of Tooele City, Utah, this ___ day of _____, 2023.

BOARD OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

(For)	(Against)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ABSTAINING: _____

CONCURRING: RDA EXECUTIVE DIRECTOR:

_____

ATTEST:

_____
Michelle Y. Pitt, RDA Secretary

S E A L

Approved as to Form: _____
Roger Evans Baker, RDA Attorney

Exhibit A

Direct Push Services Agreement

AGREEMENT

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, a corporation of the State of Utah, (hereinafter "RDA"), and ___**Direct Push Services LLC**__ of **PO Box 25784 Salt Lake City UT**, a Company**,** (hereinafter "Contractor") enter into this Agreement on the ___1st___ day of June_____, 2023 (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:

   Soil remediation services as described in the attached document.

2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor's performance of the Services.

3. Compensation.
   a. Rate. The City shall pay the Contractor the sum of **$198,367.25** 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 **August 1, 2023**.

5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.

6. Indemnification and Insurance.
   a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least $1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.
   b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.
   c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the

Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.

d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.

e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.

f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.

7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.

8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.

9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

_____
Debra E. Winn, RDA Executive Director

CONTRACTOR

Chad Russell
Signature
Print Name/Title: Chad Russell/Manager

Attest:

_____
Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

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

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

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

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

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

CHECK APPLICABLE BOX:

□ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

☒ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

Chad Russell _____ June 1, 2023 _____

Contractor Signature Date

Direct Push Services LLC
PO Box 25784
Salt Lake City, UT 84125
(801)230-1721
sean@directpushservices.com

Estimate

ADDRESS
Jared Stewart
Tooele City Corporation
90 North Main Street
Tooele, Utah 84074

ESTIMATE # 230159
DATE 05/10/2023
EXPIRATION DATE 06/10/2023

P.O. NUMBER
Tooele Development Project

SALES REP
Chad Russell

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Water truck daily rate for dust suppression.	18	285.00	5,130.00
	Mobilization/demobilization, site staging and prep work, track out control, etc.	1	2,000.00	2,000.00
	Excavation and loading of contaminated soil, including site management of soils, grading, dust, etc. Rate is per ton based on the 4245 tons estimated for this project.	4,245	14.00	59,430.00
	Transport of contaminated soil for final disposal. Assumes disposal at the Tooele County Landfill, with an estimated 1 hour TAT for loading, transport, unloading. Rate is per ton.	4,245	6.80	28,866.00
	Disposal tipping fees for contaminated soil at the Tooele County Landfill.	4,245	24.25	102,941.25
	This estimate is for disposal at the Tooele County landfill (TCL) and would anticipate 18 working days to complete the work. The tipping fees at the landfill are based on a negotiated rate determined by previous soil disposal rates, but with side dump trains (double trailers). Site access will not allow for doubles, so the disposal rate is a bit higher to reflect TCL's minimum load rate.			

Thank you for the bidding opportunity. Please call me at 801-372-3587 with any questions.

TOTAL **$198,367.25**

Accepted By Debra E. W[illegible] Accepted Date 25 May 2023

Redevelopment Agency of
Tooele City Council

Date: Wednesday, May 3, 2022
Time: 7:00 p.m.
Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

Board Members Present:
Justin Brady
Maresa Manzione
Tony Graf
David McCall
Ed Hansen

City Employees Present:
Mayor Debbie Winn
Andrew Aagard, Community Development Director
Adrian Day, Police Department Chief
Shannon Wimmer, Finance Director
Michelle Pitt, City Recorder
Holly Potter, Deputy City Recorder
Jamie Grandpre, Public Works Director
Paul Hansen, City Engineer
Darwin Cook, Parks and Recreation Director
Jared Stewart, Economic Development Director
Chris Nielson, I.T. Director

Minutes prepared by Katherin Yei

1. Open RDA Meeting
Chairman Manzione called the meeting to order at 7:00p.m.

2. Roll Call
Tony Graf, Present
David McCall, Present
Justin Brady, Present
Maresa Manzione, Present
Ed Hansen, Present

3. Resolution 2023-02 A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Approving an Agreement with Rocky Mountain Power for Electric Power Line Improvements in the Tooele City Commercial Park
Presented by Jared Stewart, Economic Development Director

DRAFT

Mr. Stewart presented an agreement with Rocky Mountain Power for an electrical power line improvement in the Tooele City Commercial Park. Rocky Mountain Power is relocating an overhead powerline on the property the RDA is selling. A surveyor and conduit will need to be paid in addition to this item.

Board Member Brady motioned to adopt Resolution 2023-02. Board Member McCall seconded the motion. The vote was as follows: Board Member Hansen, "Aye," Board Member Graf, "Aye," Board Member Manzione, "Aye," Board Member Brady, "Aye," Board Member McCall, "Aye." The motion passed.

4. Resolution 2023-03 A Resolution of the Redevelopment Agency of Tooele City, Utah, Tentatively Adopting a Tentative Budget for Fiscal Year 2023-2024, and Establishing the Time and Place of a Public Hearing to Consider Its Adoption
Presented by Mayor Debbie Winn

Mayor Winn presented a tentative budget for fiscal year 2023-2024. The resolution will establish a public hearing to consider its adoption on June 21, 2023. There is a significant increase in revenue for the RDA depot area due to the new development, updated assessment by Tooele County, and an increase of the rehabilitation of the existing buildings.

Board Member Hansen motioned to adopt Resolution 2023-03; A Resolution of the Redevelopment Agency of Tooele City, Utah, Tentatively Adopting a Tentative Budget for Fiscal Year 2023-2024, and Establishing the Time and Place of a Public Hearing to Consider Its Adoption. Board Member Brady seconded the motion. The vote was as follows: Board Member Hansen, "Aye," Board Member Graf, "Aye," Board Member Manzione, "Aye," Board Member Brady, "Aye," Board Member McCall, "Aye." The motion passed.

5. Minutes; March 1, 2023 RDA Business Meeting
There were no changes to the minutes.

Board Member Graf motioned to approve the minutes, March 1, 2023. Board Member Brady seconded the motion. The vote was as follows: Board Member Hansen, "Aye," Board Member Graf, "Aye," Board Member Manzione, "Aye," Board Member Brady, "Aye," Board Member McCall, "Aye." The motion passed.

7. Adjourn
Chairwoman Manzione adjourned the meeting at 7:08 pm.

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 ____ day of May, 2023

_____
Maresa Manzione, Redevelopment Agency Chairwoman

DRAFT