

**PUBLIC NOTICE**

Notice is hereby given that the Municipal Building Authority of Tooele City, Utah, will meet in a Business Meeting on Wednesday, April 17, 2019 at approximately 8:00 P.M. The meeting will be held in the Tooele City Hall Council Room located at 90 North Main Street, Tooele, Utah.

1. **Open Meeting**
2. **Roll Call**
3. **MBA Resolution 2019-02** A Resolution of the Municipal Building Authority of Tooele City, Utah, Approving a Contract with GSH Materials Testing & Inspection, Inc. for Material Testing and Special Inspection Services on the New Police Station Project  
Presented by Paul Hansen
4. **Minutes**  
March 20, 2019
5. **Adjourn**

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Michelle Y. Pitt  
Municipal Building Authority Secretary

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 843-2113 or [michellep@tooelecity.org](mailto:michellep@tooelecity.org), Prior to the Meeting.

**MUNICIPAL BUILDING AUTHORITY OF TOOELE CITY, UTAH**

**RESOLUTION 2019-02**

**A RESOLUTION OF THE MUNICIPAL BUILDING AUTHORITY OF TOOELE CITY, UTAH, APPROVING A CONTRACT WITH GSH MATERIALS TESTING & INSPECTION, INC. FOR MATERIALS TESTING AND SPECIAL INSPECTION SERVICES ON THE NEW POLICE STATION PROJECT.**

WHEREAS, Tooele City Corporation, through its Municipal Building Authority (MBA), is constructing a new Police Station located at 70 North Garden Street; and,

WHEREAS, the City requires materials testing of construction materials and special inspection services which include, but are not limited to, soils and aggregate, concrete, structural steel, structural masonry, fireproofing, and related construction elements; and,

WHEREAS, GSH has existing knowledge of the property in that they previously performed the geotechnical engineering work for the Police Station project and have provided design criteria used in the project; and,

WHEREAS, GSH Materials Testing & Inspection, Inc. has submitted a cost proposal of Thirty One Thousand Three Hundred Eighty Eight Dollars and 50 Cents (\$31,388.50) to perform the required materials testing; and,

WHEREAS, the proposal, including estimate details and hourly rates, are as described in the attached Proposal dated March 14, 2019 (Exhibit A); and,

WHEREAS, funding for the study will be paid using revenue from the Public Safety Impact Fee fund and/or related project funds,

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL BUILDING AUTHORITY OF TOOELE CITY, UTAH, that the MBA hereby approves a contract with GSH Materials Testing & Inspection, Inc. in the amount of Thirty One Thousand Three Hundred Eighty Eight Dollars and 50 Cents (\$31,388.50) to perform the materials testing services associated with construction of the Police Station located at 70 North Garden Street (Exhibit B).

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 Municipal Building Authority of Tooele City, Utah, this \_\_\_\_ day of \_\_\_\_\_, 2019.

MUNICIPAL BUILDING AUTHORITY OF TOOELE CITY, UTAH

(For)

(Against)

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

ATTEST:

\_\_\_\_\_  
Michelle Pitt, MBA Secretary

S E A L

Approved as to Form:

  
\_\_\_\_\_  
Roger Evans Baker, MBA Attorney

## Exhibit A

### Materials Testing and Inspection Proposal



March 14, 2019

**Tooele City Corporation**  
Attention: Mr. Paul Hansen  
90 North Main Street  
Tooele, UT 84074

Email: PaulH@TooeleCity.org  
Phone: (435) 843-2132

Re: Tooele City Police Station  
80 North Garden Street  
Tooele, UT 84074  
GSH MTI Proposal No. 19-0207MR1

Mr. Hansen,

GSH Materials Testing and Inspection (GSH MTI) is pleased to submit the following fee estimate and unit rates to provide materials testing and special inspection services on a "Part Time" basis for the Tooele City Police Station project.

Based on our understanding of this project, GSH MTI proposes to provide the following services on a unit price, time and materials basis in accordance with the attached *Estimate Detail*.

- Soils and Aggregate Field and Laboratory Testing
- Concrete Field and Laboratory Testing
- Structural Concrete Special Inspection
- Structural Masonry Special Inspection
- Spray Applied Fireproofing Special Inspection
- Structural Steel Special Inspection

Time will be billed as "Portal to Portal" and rounded up to the nearest one-half hour with a two (2) hour minimum. Premium time will be invoiced at 1.5 times the regular rates for all field and laboratory hours worked in excess of 8 hours per day and/or before 8:00am and after 5:00pm, Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays, or exceeding forty hours per week if GSH MTI is requested to provide personnel on a Full Time basis which is defined as on-site every work day for a minimum of forty hours per week per individual GSH MTI employee. **The total actual charges for our services are completely controlled by the Contractor, Sub-Contractors and Suppliers performance and schedules and will depend upon the extent and nature of the work to be performed, the contractor's ways and means of construction, the amount of services requested, and the construction schedule and productivity.** We will strive to keep costs to a minimum, consistent with the owner's interest and the projects requirements.

GSH MTI's estimated fees are based on our review of the information derived from information and documents made available to us via E-mail dated February 21<sup>st</sup>, 2019 from Big-D Construction. During the development of this proposal and fee estimate no detailed construction schedule was provided nor specific earthwork, utilities installation, civil work, concrete or structural steel detailed placement and/or production schedules were made available; therefore assumptions were made based on the information

provided and our experience on similar projects. Our estimate, based upon our assumptions and information provided is **\$31,388.50**, which is summarized on the attached *Estimate Detail*. **We recommend that Tooele City Corporation and Big-D Construction review the attached Estimate Detail to ensure the estimate sufficiently meets the project testing and inspection requirements and the intent of the General Contractor's Schedule, Quantities and Production Rates (ie. number of site visits, number of man-hours on site, number of laboratory samples and testing, etc.).** Services will be billed only for work actually performed.

GSH MTI will commence with the work upon receipt of a signed copy of this proposal intact, a purchase order, letter, or contract incorporating this proposal. When returning the signed proposal, please complete the attached *Project Data Sheet* so that your file can be properly established.

GSH MTI appreciates the opportunity of offering our services to your project and look forward to working with you. Please feel free to contact us with any questions you may have concerning the proposal and the services that GSH MTI can provide your project.

Respectfully submitted,  
**GSH Materials Testing and Inspection, Inc.**



Ken Lobato  
Operations Manager

<b>Authorization</b>			
To execute this proposal, please sign and complete the authorization information below along with applicable payment instructions, and return one copy of the authorized proposal to our office.			
_____ Authorized By (please print)		_____ Signature	
_____ Title		_____ Firm	
_____ Address			
_____ City	_____ State	_____ Zip Code	_____ Telephone
_____ Email Address		_____ Fax Number	
_____ Date		_____ Purchase Order No. / Project Tracking No. (if applicable)	

**ESTIMATE DETAIL**

**1.0 SITE DEVELOPMENT**

**1.1 Site Development - Field**

	Estimated No. Trips	Hours Per Trip	Estimated Total	Hourly Rate	Total
1.1.1 Engineering Technician - Soils Testing	21	x 3	= 63	x \$45.50	= \$2,866.50
1.1.2 Inspector - Geopiers	0	x 0	= 0	x \$65.00	= \$0.00
1.1.4 Engineering Technician - Asphalt Testing	1	x 8	= 8	x \$47.00	= \$376.00
1.1.5 Engineering Technician - Sample Pick-Up	1	x 2	= 2	x \$43.00	= \$86.00
<b>Subtotal:</b>					<b>\$3,328.50</b>

**1.2 Site Development - Laboratory**

	Unit/Measure	Test Method	Estimated Total	Unit Rate	Total
1.2.1 Soils					
1.2.1.1 Moisture Density Relationship	(each)	ASTM D1557	3	x \$185.00	= \$555.00
1.2.1.2 Atterberg Limits Test	(each)	ASTM D4318	3	x \$90.00	= \$270.00
1.2.1.3 Sieve Analysis	(each)	ASTM C136	3	x \$90.00	= \$270.00
1.2.2 Asphalt					
1.2.2.1 Theoretical Max Density (Rice)	(each)	ASTM 2041	1	x \$90.00	= \$90.00
1.2.2.2 Marshall, Stability and Flow	(each)	ASTM D1559	1	x \$295.00	= \$295.00
1.2.2.3 Extraction/Gradation	(each)	ASTM D2172	1	x \$195.00	= \$195.00
<b>Subtotal:</b>					<b>\$1,675.00</b>

**TOTAL: SITE DEVELOPMENT \$5,003.50**

**2.0 CONCRETE**

**2.1 Concrete - Field**

	Estimated No. Trips	Hours Per Trip	Estimated Total	Hourly Rate	Total
2.1.1 Special Inspector - Reinforced Concrete	15	x 4	= 60	x \$62.50	= \$3,750.00
2.1.2 Special Inspector - Post-Tension Concrete	0	x 0	= 0	x \$65.00	= \$0.00
2.1.3 Special Inspector - Epoxy Anchor	4	x 3	= 12	x \$65.00	= \$780.00
2.1.4 Technician - Concrete	19	x 3	= 57	x \$45.50	= \$2,593.50
2.1.5 Technician - Sample Pick Up	10	x 2	= 20	x \$43.00	= \$860.00
2.1.6 Technician - Floor Flatness / Levelness	0	x 0	= 0	x \$80.00	= \$0.00
<b>Subtotal:</b>					<b>\$7,983.50</b>

**2.2 Concrete - Laboratory**

	Unit/Measure	Estimated Total	Unit Rate	Total
2.2.1 Concrete Compressive Strength	(sets of 4) (\$16.00/each)	29	x \$64.00	= \$1,856.00
<b>Subtotal:</b>				<b>\$1,856.00</b>

**TOTAL: CONCRETE \$9,839.50**

**3.0 MASONRY**

**3.1 Special Inspector - Field**

	Estimated No. Trips	Hours Per Trip	Estimated Total	Hourly Rate	Total
3.1.1 Special Inspector - Structural Masonry	29	x 4	= 116	x \$62.50	= \$7,250.00
<b>Subtotal:</b>					<b>\$7,250.00</b>

**3.2 Masonry - Laboratory**

	Unit/Measure	Test Method	Estimated Total	Unit Rate	Total
3.2.1 Masonry Prisms	(sets of 3)	ASTM C1314	6	x \$255.00	= \$1,530.00
3.2.2 Compressive Strength Grout	(sets of 4)		0	x \$140.00	= \$0.00
3.2.3 Compressive Strength Mortar	(sets of 3)		0	x \$48.00	= \$0.00
<b>Subtotal:</b>					<b>\$1,530.00</b>

**TOTAL: MASONRY \$8,780.00**

4.0 STEEL	Estimated No. Trips	Hours Per Trip	Estimated Total	Hourly Rate	Total
<b>4.1 Steel - Field</b>					
4.1.1 Special Inspector - Structural Steel	4	x 4	= 16	x \$75.00	= \$1,200.00
4.1.2 Special Inspector - Ultrasonic Testing	2	x 6	= 12	x \$90.00	= \$1,080.00
	<b>Subtotal:</b>				<b>\$2,280.00</b>

4.2 Misc. Field and Laboratory	Unit/Measure	Test Method	Estimated Total	Unit Rate	Total
<b>4.2.1 High Strength Grout</b>					
4.2.1.1 Compressive Strength Grout	(sets of 3)	ASTM C39	0	x \$48.00	= \$0.00
<b>4.2.2 Spray Applied Fireproofing</b>					
<b>4.2.2.1 Special Inspector</b>					
Spray Applied Fireproofing	3	x 3	= 9	x \$62.50	= \$562.50
<b>4.2.2.2 Density Testing</b>					
Density Testing	(each)		2	x \$25.00	= \$50.00
<b>4.2.2.3 Adhesion/Cohesion Testing</b>					
Adhesion/Cohesion Testing	(each)		2	x \$25.00	= \$50.00
	<b>Subtotal:</b>				<b>\$662.50</b>

<b>TOTAL: STEEL</b>	<b>\$2,942.50</b>
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5.0 STRUCTURAL WOOD INSPECTION	Trips	Trip	Total	Hourly Rate	Total
<b>5.1 Shear Wall/Roof Sheathing</b>					
5.1.1 Shear Wall Inspection	0	x 0	= 0	x \$62.50	= \$0.00
5.1.1 Fire Caulking Inspection	0	x 0	= 0	x \$62.50	= \$0.00
	<b>Subtotal:</b>				<b>\$0.00</b>

<b>TOTAL: STRUCTURAL WOOD</b>	<b>\$0.00</b>
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6.0 TRANSPORTATION	Trips	Trip	Total	Unit Rate	Total
<b>6.1 Vehicle Charges</b>					
6.1.1 Mileage	106	x 70	= 7420	x \$0.65	= \$4,823.00
	<b>Subtotal:</b>				<b>\$4,823.00</b>

<b>TOTAL: TRANSPORTATION</b>	<b>\$4,823.00</b>
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7.0 PROJECT ADMINISTRATION		
<b>7.1 Management</b>		
7.1.1 Project Management (Including daily field and laboratory report review)		\$90.00 / Hour
7.1.2 Project Engineer		\$145.00 / Hour
<b>7.2 Clerical</b>		
7.2.1 Daily Field and Laboratory Reports		\$7.00 / Each
7.2.2 Clerical (Tasks other than normal daily field and laboratory reports)		\$40.00 / Hour

<b>TOTAL PROJECT ESTIMATE</b>	<b>\$31,388.50</b>
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Estimate Reviewed & Approved by:

\_\_\_\_\_ (Client)

Date:

\_\_\_\_\_



### PROJECT DISTRIBUTION LIST

(Please include anyone who needs to be emailed project testing and inspection data)

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Your Job No.: \_\_\_\_\_

Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Number and Distribution of Reports: \_\_\_\_\_

( ) \_\_\_\_\_ ( ) \_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_ Attn: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell \_\_\_\_\_ Phone: \_\_\_\_\_ Cell \_\_\_\_\_

( ) \_\_\_\_\_ ( ) \_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_ Attn: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell \_\_\_\_\_ Phone: \_\_\_\_\_ Cell \_\_\_\_\_

Invoicing Address: \_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Site Contact: \_\_\_\_\_ Phone No.: \_\_\_\_\_ Mobile: \_\_\_\_\_

Other Pertinent Information: \_\_\_\_\_

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## TERMS AND CONDITIONS

1. **AUTHORIZATION TO PROCEED.** The signing of this Agreement by the Client and GSH MTI will serve as written authorization for GSH MTI to proceed with the services called for in this Agreement.
2. **EXTENT OF AGREEMENT.** This Agreement, including attachments incorporated herein by reference, represents the entire agreement between GSH MTI and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both Client and GSH MTI.
3. **CHANGES.** Work beyond the scope of services, redoing any part of the project through no fault of GSH MTI, or the discovery of conditions or circumstances not contemplated by GSH MTI at the commencement of this Agreement shall constitute extra work and shall be paid for on a time-and-materials basis in accordance with Schedule of Charges attached to this Agreement. GSH MTI will not perform such extra work without Client's notification and approval. In the event GSH MTI's work is interrupted due to delays other than delays caused by GSH MTI, GSH MTI shall be compensated equitably in accordance with the Schedule of Charges attached to this Agreement for the additional labor or other charges associated with maintaining its work force for Client's benefit during the delay, or at the option of the Client, for charges incurred by GSH MTI for demobilization and subsequent remobilization.
4. **PAYMENT.** GSH MTI shall invoice Client periodically for the services performed under this Agreement. Client shall pay such invoice upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1-1/2 percent per month (18% per annum) from date of billing until paid. The invoice amounts shall be presumed to be correct unless Client notifies GSH MTI in writing within fourteen (14) days of receipt. Progress billings, when paid; represent acceptances by Client of the invoiced services performed by GSH MTI. The Client agrees to pay attorney fees and costs necessary to collect on past due accounts. If client fails to pay an invoice when due, GSH MTI may suspend all services until such invoice is paid in full.
5. **PERMITS, UTILITIES AND ACCESS.** Unless otherwise stated in the Proposal, the Client shall apply for and obtain all required permits and licenses. The Client shall make all necessary arrangements for right of entry to provide GSH MTI access to the site for all equipment and personnel at no charge to GSH MTI. The Client shall also provide GSH MTI with the location of all underground utilities and structures in the exploration area, unless otherwise agreed in writing. While GSH MTI will take all reasonable precautions to minimize any damage to the property, the Client agrees to hold GSH MTI harmless for any damages to any subterranean structures or any damage required for right of entry.
6. **PROBABLE COSTS.** GSH MTI does not guarantee the accuracy of probable costs for providing services hereunder. Such probable costs represent only GSH MTI judgment as a Professional and are supplied only for the general guidance of the Client. Items listed under Project Administration in the Estimate Detail of this proposal are included as unit / hourly rates only and not as total project costs for these items.
7. **DISPUTES.** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Subcontract, 2) by executive management of each party, 3) by mediation, 4) by arbitration if both parties agree or 5) through the court system of the jurisdiction of the GSH MTI office that entered into this Agreement.
8. **STANDARD OF CARE.** GSH MTI shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. This Agreement neither makes nor intends a warranty or guarantee, express or implied.
9. **INDEMNITY.** Client waives any claim against GSH MTI, its officers, employees and agents and agrees to defend, indemnify, protect and hold harmless GSH MTI and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by GSH MTI under this Agreement, unless such injury or loss is caused by the sole negligence of GSH MTI. All claims by Client shall be deemed relinquished unless filed within one (1) year after substantial completion of the services.
10. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, Client agrees to limit GSH MTI's and its officers, employees and agents liability due to professional negligence and to any liability arising out of or relating to this Agreement to the lesser of \$50,000 or the stated value of this Agreement. This limit applies to all services on this project, whether provided under this or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties. In addition, GSH MTI shall not be liable for consequential, incidental or indirect damages as a result of the performance of this Agreement.
11. **INSURANCE.** GSH MTI will maintain insurance for this Agreement in the following types: 1) worker's compensation insurance at statutorily required levels, 2) comprehensive general liability insurance and 3) automotive insurance.
12. **RESPONSIBILITY.** GSH MTI is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under the direct control of GSH MTI, nor is GSH MTI responsible for their acts or omissions or for any damages resulting therefrom.
13. **EXCLUSIVE USE.** Services provided under this Agreement, including all reports, information or recommendations prepared or issued by GSH MTI, are for the exclusive use of the Client for the project specified. No other use is authorized under this Agreement. Client will not distribute or convey GSH MTI's reports or recommendations to any person or organization other than those identified in the project description without GSH MTI's written authorization. Client releases GSH MTI from liability and agrees to defend, indemnify, protect and hold harmless GSH MTI from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution.
14. **FIELD REPRESENTATION.** The presence of GSH MTI's or its subcontractors' field personnel, may be for the purpose of providing project administration, assessment, observation and/or field testing. Should a contractor(s) not retained by GSH MTI be involved in the project, Client will advise such contractor(s) that GSH MTI's services do not include supervision or direction of the means, methods or actual work of the contractor(s), his employees or agents. Client will also inform contractor that the presence of GSH MTI's field representative for project administration, assessment, observation or testing, will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If a contractor is involved on the project, Client agrees GSH MTI shall not be responsible for working conditions on the job site including the safety and security of persons or property.
15. **ENVIRONMENTAL LIABILITY.** Client has and shall retain all responsibility and liability for the environmental conditions on the site. All non-consumed samples shall remain the property of the Client, and Client shall be responsible for and promptly pay for the removal and lawful disposal of samples, cuttings and hazardous materials, unless otherwise agreed in writing. If appropriate, GSH MTI shall preserve samples obtained for the project for not longer than 30 days after the issuance of any document that includes the data obtained from those samples.
16. **TERMINATION.** This Agreement may be terminated by either party upon ten (10) days written notice to the other. In the event of a termination, Client shall pay for all reasonable charges for work performed and demobilization by GSH MTI to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
17. **ASSIGNMENT.** Neither client nor GSH MTI shall assign its interest in this Agreement without the written consent of the other.
18. **GOVERNING LAW.** This Agreement is governed by the law of the judicial jurisdiction of the GSH MTI office that entered this Agreement.

Client's Initials

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Exhibit B

Agreement

## AGREEMENT

The MUNICIPAL BUILDING AUTHORITY OF TOOELE CITY, UTAH, (hereinafter "MBA"), and GSH Materials Testing & Inspection Inc. of 473 West 4800 South, Murray, Utah 84123, a Corporation, (hereinafter "Contractor") enter into this Agreement on the \_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date").

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

1. Services (Scope of Work). The Contractor shall provide the following services to the MBA, and as outlined in their proposal dated March 14, 2019:

Materials Testing and Special Inspection Services for the Tooele MBA Police Station Project at 70 North Garden Street, Tooele Utah.

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

3. Compensation.

- a. Rate. The MBA shall pay the Contractor the not to exceed sum of Thirty One Thousand Three Hundred Eighty Eight Dollars and 50 Cents (\$31,388.50), pursuant to invoice.
- b. Not to Exceed Contract. This Agreement is a "Not to Exceed Contract." The contract billable rates are as shown in the attached proposal dated March 14, 2019, and include 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 MBA employees.

4. Term of Agreement. Contractor's performance shall extend throughout the construction period of the Police Station, which is estimated to be 12 months.

5. Termination. The MBA may terminate this Agreement at any time. Should the MBA terminate this Agreement prior to the Services being fully performed, the MBA 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 MBA and Tooele City and their 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 MBA

within ten (10) days of the Effective Date. The MBA 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 MBA 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.

7. 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.

MBA

GSH Materials Testing & Inspection Inc

\_\_\_\_\_  
Steven Pruden, Chair

\_\_\_\_\_  
Signature

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

Attest:

\_\_\_\_\_  
Michelle Pitt, MBA Secretary and City Recorder

TOOELE CITY SEAL

Approved as to form:

\_\_\_\_\_  
Roger Baker, MBA Attorney

**Municipal Building Authority  
Business Meeting Minutes**

**Date:** Wednesday, March 20, 2019

**Time:** 7:56 p.m.

**Place:** Tooele City Hall, Council Chambers  
90 North Main Street, Tooele, Utah

**Board Members Present:**

Brad Pratt  
Dave McCall  
Melodi Gochis  
Steve Pruden  
Scott Wardle

**City Employees Present:**

Mayor Debbie Winn  
Glenn Caldwell, Finance Director  
Roger Baker, City Attorney  
Jim Bolser, Community Development  
Kami Perkins, Human Resource Director  
Paul Hansen, City Engineer

Minutes prepared by Kelly Odermott

Board Member Pruden opened the meeting at 7:56 p.m.

**1. Open Meeting**

Board Member Pruden opened the meeting.

**2. Roll Call**

Brad Pratt, Present  
Dave McCall, Present  
Melodi Gochis, Present  
Steve Pruden, Present  
Scott Wardle, Present

**3. Resolution 2019-01 A Resolution of the Municipal Building Authority of Tooele City, Utah Approving Construction Contracts with Big-D Construction Corp. for the Construction of the New Tooele City Police Station.**

Presented by Paul Hansen

Mr. Hansen, stated that in August of 2018, the City Council authorized staff a solicitation of proposals to contractors with the ability, resources, and skill for a structure of the nature of a police station. That request for proposals was put out publicly and there were four responses. After reviewing the four proposals received, back in August, it was determined that Big D Construction was the most qualified, but also offered the best price and value for the project parameters. At that time the Council the Mayor to sign a contract with Big D Construction to begin design work along with architect and City Staff. Over the last several months there has been significant work to put together a set of bid plans and specifications to be put out for bid. The bidding process was just completed with Big D Construction and they received over 220 subcontractor bids as portions of this project. This is a big project. The City has had the opportunity to sit down and review each of the bids and prices and verify that the prices were reasonable, and competitive. It is based upon that work, that there is now before the Council a Resolution that requests, the authorization to enter into a contract with Big D Construction for a guaranteed maximum price in the amount of \$8,458,819. Mr. Hansen stated that the guaranteed maximum price is a "not to exceed" amount without the written authorization of the Municipal Building Authority Board and Administration. Included in that price is a 3% contingency fund, which would be available to address unanticipated conditions. For example, sometimes there are market changes that are beyond the contractor, or sometimes you encounter soil conditions that may impact construction. There is also a 3-3.5% built in allowance or items that may occur, but are not certain enough to lock into the contractor award. An example of this would be the allowance for winter construction conditions should winter snow continue late into the spring, or begin early next fall. These are items that could reasonable occur, therefore within the guaranteed amount is built in a little over 6% contingency. Some of that will be spent during the course of the project, but any and all unexpended funds will remain with the City. Should the Board authorize the contract tonight, work will begin the first week of April. The project will take approximately 11 months to complete.

Board Member Pruden asked the Board if there were any comments or questions, there were none.

**Board Member Pratt moved to Resolution 2019-01.** Board Member McCall seconded the motion. The vote was as follows: Board Member Gochis, "Aye," Board Member Pratt, "Aye," Board Member Wardle, "Aye," Board Member McCall, "Aye," Board Member Pruden, "Aye." The motion passed.

Mr. Hansen acknowledged and thanked the City Staff and Mayor for the incredible job and work on the project.

#### 4. Minutes

Board Member Pruden asked if there were any questions or comments in about the minutes from September 26, 2018, there were none.

**Board Member McCall moved to approve the minutes from the Municipal Building Authority meeting dated September 26, 2018.** Board Member Pratt seconded the motion. The vote was as follows: Board Member Gochis, "Aye," Board Member Pratt, "Aye," Board Member Wardle, "Aye," Board Member McCall, "Aye," Board Member Pruden, "Aye." The motion passed.

5. **Adjourn**

**Board Member Wardle moved to adjourn the Municipal Building Authority Meeting.** Board Member McCall seconded the motion. The vote was as follows: Board Member Gochis, "Aye," Board Member Pratt, "Aye," Board Member Wardle, "Aye," Board Member McCall, "Aye," Board Member Pruden, "Aye." The motion passed.

The meeting adjourned at 8:03 p.m.

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

Approved this 17th Day of April

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Steve Pruden, Tooele City Council Chair