

**TOOELE CITY CORPORATION**

**RESOLUTION 2025-30**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH SPEAKMAN'S CONCRETE SERVICE, LLC FOR THE REPAIR OF THE CITY SHOPS FOUNDATION.**

WHEREAS, the City owns and operates a public works shops facility, whose foundation needs repair (the "Project"); and,

WHEREAS, compliance with the notice and bidding procedures of UCA §11-39-101 *et seq.*, is not required for the Project because the Project cost does not reach the statutory cost threshold; and,

WHEREAS, the City solicited bids for the Project in accordance with the notice and bidding procedures of the Tooele City Purchasing Policies and Procedures; and,

WHEREAS, Speakman's Concrete Service, LLC ("Speakman") was the lowest responsive responsible bidder, with a bid of \$158,187.65 (see bid results attached as Exhibit A); and,

WHEREAS, City Council approval is required for all agreements in excess of the statutory cost threshold of \$30,000 established in TCC §1-5-10 (see also TCC §1-6-4, §1-14-4, §1-22-4); and,

WHEREAS, the City desires to enter into an agreement (Exhibit B) with Speakman for the Project:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement with Speakman's Concrete Service, LLC for repair of the public works shops facility foundation is hereby approved in the amount of \$158,187.65.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this 7<sup>th</sup> day of May, 2025.

TOOELE CITY COUNCIL

(For)

(Against)



Melodi Decker

Justin Brady

Alan S. Hunt

Ed McGall

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


MAYOR OF TOOELE CITY

(Approved)

(Disapproved)


Debra E. Wain

ATTEST:

  
Michelle Y. Pitt, City Recorder



Approved as to Form:

  
Roger Evans Baker, Tooele City Attorney

## Exhibit A

### Bid Results

2025 Shops Foundation Repair  
**BID TABULATION**  
 Bid Opening - April 17, 2025

Item No.	Description	Estimated Quantity	Unit	Black Diamond Builders		Speakmans Concrete LLC		Christensen & Griffith Construction	
				Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total
1	Demolition and Disposal of Existing Asphalt, Concrete and Trench Materials Within the Exterior Building Perimeter, and the removal and Disposal of the Existing Chain Link Fence	1	LS	\$5,656.25	\$5,656.25	\$50,255.80	\$50,255.80	\$29,000.00	\$29,000.00
2	Furnish and Installation of the New 4" Thick Wall (Full Height)	240	LS	\$104.22	\$25,012.80	\$201.37	\$48,328.80	\$65.00	\$15,600.00
3	Furnish and Installation of the New 4" Thick Wall (14" Below Finish Concrete Apron Height)	70	LF	\$34.74	\$2,431.80	\$95.00	\$6,650.00	\$100.00	\$7,000.00
4	Furnish and Install 6" Thick Reinforced Concrete Apron and 8" Base	648	SF	\$9.87	\$6,395.76	\$13.64	\$8,838.72	\$65.00	\$42,120.00
5	Furnish and Install 4" Concrete Landing and 4" Base	25	SF	\$9.87	\$246.75	\$10.50	\$262.50	\$40.00	\$1,000.00
6	Furnish and Install 4" Thick Asphalt Repair and 8" Base along West, South and East Side Improvements	1	LS	\$7,200.00	\$7,200.00	\$4,796.03	\$4,796.03	\$22,530.00	\$22,530.00
7	Furnish and Install Grout within Existing CMU Block	1,440	SF	\$8.88	\$12,787.20	\$23.27	\$33,508.80	\$80.00	\$115,200.00
8	Furnish and Install Concrete to Fill Void near Northwest Corner of the Shops	15	CY	\$710.00	\$10,650.00	\$245.00	\$3,675.00	\$450.00	\$6,750.00
9	Furnish and Install 6" Bollards, Concrete Filled and Painted	12	Each	\$532.33	\$6,387.96	\$156.00	\$1,872.00	\$400.00	\$4,800.00
<b>Bid Total</b>				\$76,768.52		\$158,187.65		\$244,000.00	
<b>Comments</b>				Bid is non-responsive. Contractor did not fulfill the bidding obligations.					

Exhibit B

Agreement



## AGREEMENT PUBLIC WORKS SHOPS BUILDING FOUNDATION WALL REPAIR

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and SPEAKMAN'S CONCRETE SERVICE, LLC of 222 East 500 North, Tooele, Utah 84074, a Limited Liability Corporation, (hereinafter "Contractor") enter into this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (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:

*The Contractor shall perform the exterior foundation repair of the entire perimeter of the Public Works Shops Building in accordance with Figure 1, and the memorandum and construction details as noted in the memorandum report prepared by JUB Engineers, dated May 30, 2024. The work shall also include the furnish and installation of concrete aprons and doorway landings, bollards, and related appurtenances.*

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 **not to exceed** sum of **\$158,187.65** for fully performing the Services, pursuant to invoice, and in accordance with Document 00 43 00 Bid Schedule.
  - b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
  - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by **June 15, 2025**.
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. Performance and Payment Bonds. Contractor shall obtain performance and payment bonds in form amount sufficient to the City.
  - e. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, workers compensation insurance or exclusion, and payment and performance bonds to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence required under this section.
  - f. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
  - g. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
  - h. Governmental Immunity. The City is a governmental entity subject to the Utah Governmental Immunity Act ("Act"; U.C.A. Chapter 63G-7), and does not waive any procedural or substantive defense or benefit provided by the Act or by comparative legislative enactment, including UCA §63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this agreement are expressly limited to the amounts identified in the Act.
7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

SPEAKMAN'S CONCRETE SERVICE, LLC

\_\_\_\_\_  
Debra E. Winn, Tooele City Mayor

\_\_\_\_\_  
Neal Speakman, Principal

Attest:

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

SEAL

Approved as to form:

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

*(Revised 10/25/2024)*





**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