

TOOELE CITY CORPORATION

RESOLUTION 2026-39

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH SKM ENGINEERING FOR UPGRADES TO WELL 5.

WHEREAS, the City owns and operates an extensive public drinking water system; and,

WHEREAS, the Public Works Director recommends that Well 5 needs upgrades in order to function as designed and built, those upgrades include replacement of the PLC, touchscreen, and radio, repositioning the radio, and reengineering and replacement of the control panel backpan; and,

WHEREAS, the City has selected SKM to do the work because SKM currently serves as the City's consultant for the management and operation of the PLC and SCADA control system and, for continuity of services, is in the best position to efficiently make the upgrades at a total cost of \$39,822.00;

WHEREAS, compliance with the notice and bidding procedures of UCA §11-39-101 *et seq.* and UCA §72-6-101 *et seq.* is not required for the Project because the Project cost does not reach the statutory cost threshold; and,

WHEREAS, the City has complied with the requirements of the Tooele City Purchasing Policies and Procedures; 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 Agreement and cost proposal are attached as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement with SKM in the amount of \$39,822.00, is hereby approved, and that the Mayor is authorized to sign the agreement on behalf of the City.

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 17th day of June, 2026.

TOOELE CITY COUNCIL

(For)

(Against)

Melodi Gochus

Justin Brady

Alan G. ...

K. McCall

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

[Signature]

ATTEST:

Shilo Baker
Shilo Baker, City Recorder

SEAL



Approved as to Form:

Andrew Stagg, Asst. City Attorney for

[Signature]
Matthew C. Johnson, Tooele City Attorney

Exhibit A

Agreement and Cost Proposal



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and SKM ENGINEERING, LLC of 533 W 2600 S Ste. 25 Bountiful Ut, a Corporation, (hereinafter "Contractor") enter into this Agreement on the 17 day of JUNE, 2026 (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: Replace PLC, touchscreen, and radio (already purchased by Tooele), and point the radio to the new police tower getting us off of the City Hall Repeater. The control panel backpan will be reengineered and replaced.
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 \$39,822.00 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 9 September 2026.
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 name the City, its agents, officers, employees, and independent contractors as additional insureds for all liability arising from this Agreement. Contractor shall require that all of its subcontractors name the City, its agents, officers, employees, and independent contractors as additional insureds on endorsements issued under their respective liability insurance policies, for all liability arising from this Agreement.
 - b. Contractor Indemnification. Contractor shall indemnify, defend, and hold harmless the City, and its agents, officers, employees, and independent contractors, from and against all lawsuits, claims, damages, losses, or expenses (including attorney's fees) 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

CONTRACTOR

Maresa T. Manzione, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Shilo Baker, Tooele City Recorder

SEAL

Approved as to form:

Matthew C. Johnson, Tooele City Attorney

(Revised 01/15/2026)



**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



SAVE TIME • SAVE ENERGY • SAVE MONEY
533 W 2600 S, Suite 25, Bountiful, UT 84010
(801)677-0011 www.skmeng.com

Quotation

May 26th, 2026

Chris Johnson

Tooele Water

Re: Well 5 PLC Backpan Replacement and Point to Police Tower

1	Panel Design and Drawings	\$2,600.00
2	Programming	\$11,992.00
3	Startup	\$3,480.00
4	Electrical Installer	\$7,500.00
5	PLC and Operator Screen Equipment (Already Purchased by Tooele)	\$0.00
6	Network Equipment (Already Purchased by Tooele)	\$0.00
7	Backpanel Fabrication and Install	\$14,250.00
	Total	\$39,822.00

Price good for 90 days. Allow 3 weeks for backpanel fabrication after notice to proceed.

Thanks,

Mark Taylor, Principal

SKM Engineering, LLC

mark.taylor@skmeng.com

801.694.2599