

## PUBLIC NOTICE

Notice is hereby given that the Redevelopment Agency (RDA) of Tooele City will meet in a Business Meeting Wednesday, September 20, 2023, at the hour of 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](http://www.utah.gov), the Tooele City Website [www.tooelecity.org](http://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](mailto: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 2023-09** A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Approving an Agreement with Broken Arrow, Inc., for the Leitner-Poma Power and Sewer Realignment Project  
*Presented by Jared Stewart, Economic Development Director*
4. **Minutes**  
*~ July 19, 2023, RDA Business Meeting*
5. **Adjourn**

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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](mailto:michellep@tooelecity.org), prior to the meeting.

**REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH**

**RESOLUTION 2023-09**

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH (“RDA”) APPROVING AN AGREEMENT WITH BROKEN ARROW, INC., FOR THE LEITNER-POMA POWER AND SEWER REALIGNMENT PROJECT.**

WHEREAS, on March 1, 2023, the Redevelopment Agency of Tooele City, Utah, (“RDA”) approved its Resolution 2023-01, approving a real estate purchase and sale agreement with Leitner-Poma of America, Inc., (“LP”) for the RDA to sell 25 acres to LP, and the terms and conditions of the approved agreement and addenda included the realignment of existing power and sewer utilities (“Project”) by the RDA; and,

WHEREAS, the RDA accepted bids for the Project in accordance with the procedures of §11-39-101 et seq., Utah Code Annotated, as amended; and,

WHEREAS, Broken Arrow, Inc., has submitted a cost proposal for Project of \$143,278, which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the RDA Executive Director requests an additional appropriation of 5% as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Director:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, that the agreement attached as Exhibit B with Broken Arrow, Inc., is hereby approved, in the amount of \$143,278 for the Project, plus an additional 5% contingency for changed conditions, as reviewed and approved by the RDA Executive Director.

This Resolution is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Redevelopment Agency of Tooele City, Utah, this \_\_\_\_ day of \_\_\_\_\_, 2023.

TOOELE CITY RDA

(For)

(Against)

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

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, RDA Secretary

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, RDA Attorney

# Exhibit A

## Bid Tabulation

LEITNER-POMA POWER AND SEWER REALIGNMENT PROJECT  
 BID TABULATION  
 August 29, 2023

Price Schedule				Broken Arrow		Neilson & Sons, Inc.		Acme Construction	
Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total
1	Mobilization	1	LS	\$ 14,140.00	\$ 14,140.00	\$ 12,000.00	\$ 12,000.00	\$ 45,000.00	\$ 45,000.00
<b>POWER CONDUIT</b>									
2	Furnish and install 6" Dia. Power Conduit	1,730	LF	\$ 46.92	\$ 81,171.60	\$ 67.36	\$ 116,532.80	\$ 40.00	\$ 69,200.00
3	Furnish and install 45 Long Sweep Fiberglass Elbows	2	Each	\$ 519.56	\$ 1,039.12	\$ 610.00	\$ 1,220.00	\$ 600.00	\$ 1,200.00
4	Furnish and install 90 Long Sweep Fiberglass Elbows	4	Each	\$ 532.10	\$ 2,128.40	\$ 610.00	\$ 2,440.00	\$ 700.00	\$ 2,800.00
5	Furnish 90 Long Sweep Fiberglass Elbows for installation by Rocky Mountain Power	3	Each	\$ 376.05	\$ 1,128.15	\$ 510.00	\$ 1,530.00	\$ 600.00	\$ 1,800.00
<b>SANITARY SEWER</b>									
6	Furnish and install New 8" Dia. Sewer Line	425	LF	\$ 90.55	\$ 38,483.75	\$ 266.98	\$ 113,466.50	\$ 250.00	\$ 106,250.00
7	Core and Modify Existing Manhole Base	2	Each	\$ 2,348.03	\$ 4,696.06	\$ 2,700.00	\$ 5,400.00	\$ 7,500.00	\$ 15,000.00
8	Plug Existing 8" Sewer Line in Existing Manhole	1	Each	\$ 491.03	\$ 491.03	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00
<b>TOTAL BID AMOUNT</b>				<b>\$</b>	<b>143,278.11</b>	<b>\$</b>	<b>254,089.30</b>	<b>\$</b>	<b>243,750.00</b>

Note: There was a math discrepancy in Neilson and Sons, Inc. bid. Total bid amount shown in the bid schedule was \$248,916.00. Using the unit bid pricing, the total amount came to \$254,089.30.

## Exhibit B

### Broken Arrow Agreement

**DOCUMENT 00 52 00**

**AGREEMENT**

**PART 1 GENERAL**

**1.1 CONTRACTOR**

- A. Name: Broken Arrow Inc.
- B. Address: 8960 Clinton Landing Road, Lakepoint, Utah 84074
- C. Telephone number: (801) 355-0527
- D. Facsimile number: \_\_\_\_\_
- E. E-Mail: dcummings@brokenarrowusa.com

**1.2 OWNER**

- A. The name of the OWNER is Redevelopment Agency of Tooele City, Utah.

**1.3 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as

**Leitner - Poma Power and Sewer Realignment Project**

**1.4 ENGINEER**

- A. Paul Hansen Associates, L.L.C. is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

**PART 2 TIME AND MONEY CONSIDERATIONS**

**2.1 CONTRACT PRICE**

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.

- B. The Schedules of Prices awarded from the Bid Schedule are as follows.
1. Base Bid.
  2. \_\_\_\_\_
  3. \_\_\_\_\_
  4. \_\_\_\_\_
- C. An Agreement Supplement [\_\_\_\_\_] is, [] is not attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: One Hundred Forty Three Thousand Two Hundred Seventy Eight Dollars and Eleven Cents (\$143,278.11).

## 2.2 CONTRACT TIME

- A. Completion of the Work shall occur by October 31, 2023.

## 2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

## 2.4 LIQUIDATED DAMAGES

- A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.



**1. Late Contract Time Completion:**

Five Hundred dollars and 00 cents (\$ 500.00 ) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

**2. Late Punch List Time Completion:**

50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.

**3. Interruption of Public Services:**

No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

**4. Survey Monuments:**

No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of (\$500.00) to cover such damage and expense.

**5. Deduct Damages from Moneys Owed CONTRACTOR:**

OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.



ATTEST:

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Michelle Y. Pitt  
Tooele City Recorder

S E A L

APPROVED AS TO FORM

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Roger Evans Baker  
Tooele City Attorney

END OF DOCUMENT

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**Redevelopment Agency of  
Tooele City, Utah**

**Date:** Wednesday, July 19, 2023

**Time:** 6:30 p.m.

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

**Board Members Present:**

Maresa Manzione

Tony Graf, present via phone

David McCall

Justin Brady

**Board Members Present:**

Ed Hansen

**City Employees Present:**

Mayor Debbie Winn

Adrian Day, Police Department Chief

Shannon Wimmer, Finance Director

Michelle Pitt, City Recorder

Holly Potter, Deputy City Recorder

Jamie Grandpre, Public Works Director

Jared Stewart, Economic Development Director

Darwin Cook, Parks and Recreation Director

Derrick Larson, Assistant City Attorney

Minutes prepared by Katherin Yei

**1. Open RDA Meeting**

Chairman Manzione called the meeting to order at 6:30p.m.

**2. Roll Call**

Tony Graf, Present via phone

David McCall, Present

Maresa Manzione, Present

Justin Brady, Present

Ed Hansen, Excused

**3. Resolution 2023-08 A Resolution of the Redevelopment Agency of Tooele City, Utah  
("RDA") Approving a Change Order in Connection to the Agreement with Direct Push  
Services LLC, for Environmental Remediation Services at the Tooele City Business Park**

*Presented by Presented by Jared Stewart, Economic Development Director*

Mr. Stewart presented a change order with Direct Push Services LLC, to remove soil and dispose of it. They did find more contamination and chunky large rocks. It was 1650 tons above expected, with an increase cost of \$74,335 for the additional soil removal.

**Board Member Brady motioned to approve Resolution 2023-08.** Board Member McCall seconded the motion. The vote was as follows: Board Member Brady, "Aye," Board Member Graf, "Aye," Board Member Manzione, "Aye," Board Member McCall, "Aye." The motion passed.

#### **4. Minutes**

*Wednesday, June 21, 2023 RDA Business Meeting*

There are no changes to the minutes.

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

#### **5. Adjourn**

Chairman Manzione adjourned the meeting at 6:33 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 August, 2023

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Maresa Manzione, Redevelopment Agency Chairman