

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council & Tooele City Redevelopment Agency will meet in a Work Session, on Wednesday, June 6, 2018 at the hour of 5:00 p.m. The Meeting will be Held in the Tooele City Hall Large Conference Room Located at 90 North Main Street, Tooele, Utah.

1. Open City Council Meeting

2. Roll Call

3. Discussion:

- **Resolution 2018-37 A Resolution of the Tooele City Council Approving Budget Adjustments for Fiscal Year 2017 – 2018**
Presented by Glenn Caldwell
- **Resolution 2018-28 A Resolution of the Tooele City Council Certifying Authorized Individuals to Make Changes to Bank Accounts Tied to PTIF Accounts**
Presented by Kami Perkins
- **Resolution 2018-25 A Resolution of the Tooele City Council Supporting the HB 362 (2015) Authorized 0.25% Local Option General Sales Tax Dedicated to Transportation, and Supporting the Imposition of the Tax in 2018 per SB 136 (2018)**
Presented by Roger Baker
- **Resolution 2018 - 33 A Resolution of the Tooele City Council Approving and Ratifying an Agreement with Broken Arrow for Repair of the Pratt Aquatic Center Roof**
Presented by Brian Roth
- **Resolution 2018 - 34 A Resolution of the Tooele City Council Approving a Contract for the Construction of New Concessions Buildings at the Red Del Papa and Dow James Fields**
Presented by Brian Roth
- **Resolution 2018 - 32 A Resolution of the Tooele City Council Approving a Contract with Broken Arrow Incorporated for the 2018 Culinary Water Improvement Project**
Presented by Paul Hansen
- **Detention Basins**
Presented by Jim Bolser
- **Density Number on Multi-Family Dwellings**
Presented by Jim Bolser
- **Budget Discussion**

4. Close Meeting

- **Litigation & Property Acquisition**

5. Adjourn

Michelle Y. Pitt
Tooele City Recorder/RDA Secretary

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 843-2110 or michellep@tooelecity.org, Prior to the Meeting.

TOOELE CITY CORPORATION

RESOLUTION 2018-37

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING BUDGET ADJUSTMENTS FOR FISCAL YEAR 2017-2018.

WHEREAS, the City Council finds it necessary and prudent to re-open the 2017-2018 fiscal year budget to make adjustments in order to more efficiently utilize funds to be received, said adjustments described in Exhibit 1, attached, pursuant to U.C.A. §§10-6-124-128; and,

WHEREAS, the City Council convened a duly-noticed public hearing on June 6, 2018, pursuant to the requirements of U.C.A. §§10-6-113-114:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the budget adjustments for fiscal year 2017-2018 as shown on Exhibit 1, which is attached hereto and made a part hereof, are hereby approved.

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

Passed this ____ day of _____, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Fiscal Approval: _____
Glenn Caldwell, Director of Finance

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

Exhibit 1

Budget Adjustments

TOOELE CITY CORPORATION

RESOLUTION 2018-25

A RESOLUTION OF THE TOOELE CITY COUNCIL SUPPORTING THE HB 362 (2015) AUTHORIZED 0.25% LOCAL OPTION GENERAL SALES TAX DEDICATED TO TRANSPORTATION, AND SUPPORTING THE IMPOSITION OF THE TAX IN 2018 PER SB 136 (2018).

WHEREAS, a safe and efficient transportation system creates the foundation for economic growth, improved air quality and public health, and enhanced quality of life; and,

WHEREAS, the creation and maintenance of transportation infrastructure is a core responsibility of local government; and,

WHEREAS, Tooele City's population has grown from about 14,000 in 1993 to about 35,000 in 2018 and is projected to continue to grow at a robust pace, and Utah's population is expected to grow by more than two million residents by 2050; and,

WHEREAS, Tooele City's residents need and demand comprehensive transportation options such as bike lanes, multi-use paths, off-road trails, and transit, in addition to traditional roads; and,

WHEREAS, Tooele City is using about \$1,022,184 from the general fund to supplement the Class C Fund revenue in order to try to address our local transportation needs; and,

WHEREAS, research from the Utah Department of Transportation indicates that road rehabilitation costs six times as much as road maintenance, and road reconstruction costs ten times as much as road maintenance; and,

WHEREAS, investing in comprehensive transportation results in economic development for Tooele City and Tooele County and accessible good-paying jobs for our residents; and,

WHEREAS, improving comprehensive transportation in Tooele City and Tooele County will reduce private vehicle usage which will in turn lead to improved air quality; and,

WHEREAS, poor air quality discourages economic development, business recruitment, and tourism visits, and contributes to asthma and other health ailments, and nearly one in ten Utah adults suffer from asthma and struggle to breathe during poor air quality days; and

WHEREAS, nearly 57% of Utah adults are overweight, nearly 200,000 Utahns have diabetes, and diabetes- and obesity-related health care costs in Utah exceed \$700 million; and,

WHEREAS, investing in safe and connected trails, bike lanes, sidewalks, and multi-use paths will encourage our residents to be more active, enable them to spend more time with their families via active transportation, and result in improved personal and community health; and,

WHEREAS, Utah has created a Unified Transportation Plan to address these comprehensive transportation and quality of life issues; and,

WHEREAS, the Utah State Legislature enacted HB 362 in 2015 which authorized a 0.25% local option general sales tax dedicated to local transportation (the “fourth quarter”); and

WHEREAS, Tooele City adopted Resolution 2015-30 on July 15, 2015, to request that Tooele County implement the 0.25% local option sales tax; and

WHEREAS, the Utah State Legislature enacted SB 136 in 2018 which authorizes a county to impose the 0.25% local option sales tax between May 8, 2018 and June 30, 2019 to pay for debt service or fund regionally significant transportation projects; and

WHEREAS, Tooele City will, upon county imposition and per the SB 136 formula phase in, receive 0.10% of the 0.25% sales tax come July 1, 2019 and beyond to invest in critical local transportation needs.

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL THAT:

SECTION 1. Support the Imposition of the 0.25% Local Option General Sales Tax. The City Council supports the proposed 0.25% Local Option General Sales Tax that the Tooele County governing body may impose.

SECTION 2. Investment in the Road and Street Needs in Tooele City. The City has significant traditional transportation needs that the municipal 0.10% portion could address. For example, the City has a backlog of road maintenance projects. Adoption of the municipal 0.10% portion would enable the City to invest in the critical projects that our residents need and expect.

SECTION 3. Active and Alternative Transportation Infrastructure Needs in Tooele City. The City has significant active and alternative transportation needs that the municipal 0.10% portion could address. For example, our residents need and are demanding improved sidewalks and safe pedestrian options, enhanced bike lanes, better connectivity with transit, more traffic calming devices, and other modern transportation infrastructure. Investment in active transportation will encourage residents to travel via walking, biking, and transit, and result in a healthier population, reduced emissions, decreased health care costs, and improved quality of life.

SECTION 4. Investment in Transit. The City supports investment in public transit because transit can help relieve traffic, promote walkable communities, and improve air quality. The transit system will receive 0.10% of the 0.25% local option general sales tax. The City expects the transit system to use the revenues collected within the City or County for projects that will enhance local bus service, foster local and regional connectivity, and benefit our residents.

SECTION 5. Distribution of this Resolution. A copy of this resolution shall be sent to the Tooele County governing body, the regional Metropolitan Planning Organization (if applicable), the Utah League of Cities & Towns, the Utah Association of Counties, the Speaker of the Utah House of Representatives, the President of the Utah State Senate, State Representatives and Senators who represent the City, and the Governor of the State of Utah.

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 ____ day of _____, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2018-33

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING AN AGREEMENT WITH BROKEN ARROW FOR REPAIR OF THE PRATT AQUATIC CENTER ROOF.

WHEREAS, on April 16, 2018, high winds damaged the roof of Tooele City's Pratt Aquatic Center; and,

WHEREAS, Tooele City received a detailed estimate from Broken Arrow, Inc., in the amount of \$46,540 to repair the roof, including a 15-year warranty; and,

WHEREAS, Tooele City received a competing estimate, lacking similar detail, and including only a 5-year warranty, in the amount of \$41,500; and,

WHEREAS, Tooele City submitted both estimates to its insurer, Argonaut Insurance Company, which approved the claim and sent payment in the amount of \$36,540, that amount being the Broken Arrow estimate minus the applicable \$10,000 deductible; and,

WHEREAS, because of the level of material and construction detail in the Broken Arrow estimate, plus the additional ten years of warranty, as well as Argonaut having approved the Broken Arrow estimate, the City Administration recommends approval of an agreement with Broken Arrow for repair of the Pratt Aquatic Center roof; and,

WHEREAS, due to the compromised nature of the roof in its present condition, the need to avoid further damage to the roof and ceiling elements, Broken Arrow's need for a signed agreement in order to purchase necessary and costly materials, and Broken Arrow's assurance to not proceed with actual repairs prior to agreement approval by the City Council, all evidencing the urgent need for a signed agreement, the Mayor has signed an agreement with Broken Arrow for repair of the roof (see the agreement and estimate attached as Exhibit A); and,

WHEREAS, the attached agreement, and its expedited signature, are in the best interest of Tooele City; and,

WHEREAS, it is legal, common, and historic practice for the Mayor, facing urgent circumstances, to sign a contract that is later approved and ratified by the City Council:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement attached hereto as Exhibit A with Broken Arrow for repair of the Pratt Aquatic Center roof is hereby approved, and that the Mayor's signature on the same is hereby ratified.

This Resolution shall take effect immediately upon passage, by authority of the Tooele City Charter, without further publication.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this
___ day of _____, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Agreement with Broken Arrow,
including Estimate



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and **Broken Arrow of 8960 Clinton Landing Road, Lake Point, UT**, (hereinafter "Contractor") enter into this Agreement on the 30th day of May, 2018 (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:
SEE_ATTACHED_QUOTE

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 \$46,540 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, 2018.
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 \$250,000.
 - 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 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.

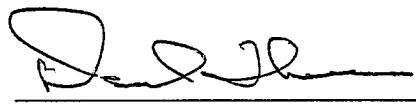
- d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the 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. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 *et seq.*
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.

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

TOOELE CITY CORPORATION

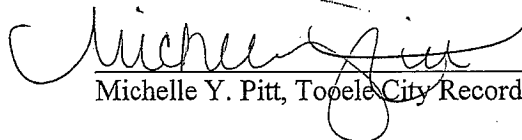
CONTRACTOR


 Debbie Winn, Tooele City Mayor


 Signature
 Print Name/Title: David Thomas
 VP Roofing

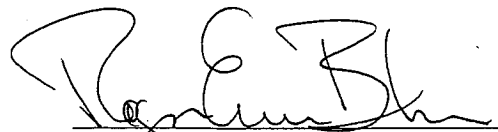
Attest:

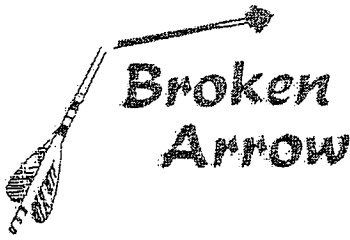



 Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:


 Roger Evans Baker, Tooele City Attorney



P.O. Box 580 • Tooele, Ut 84074 • (435) 882-3942
Salt Lake Phone. (801) 355-0527

April 19, 2018

Troy Meyers
Tooele City
90 North Main Street
Tooele, UT 84074

RE: Re-roof or roof repair option for approximately 17,300 square feet (including the parapet walls) on the roof section over the pool area of the Pratt Aquatic Center located at 55 North 200 West in Tooele

Dear Troy:

We appreciate the opportunity to provide you with a quote for the above mentioned project. The quoted price includes:

- Install a layer of Duro-Weave polyethylene slip sheet as a separation between the existing roof and new membrane
- Re-roof with the Duro-Last 50 mil mechanically fastened roofing system
- The EPDM wall flashings will be removed and disposed of
- The new membrane will extend over the parapet walls and be terminated beneath the existing metal coping
- Upon completion of the job the Duro-Last 15-year NDL warranty which covers labor, materials and consequential damages, will be issued

TOTAL BID PRICE: \$46,540.00

- Options:
- 1) Use the 60 mil Duro Tuff roofing system. Warranty is a 15 year NDL which covers labor and materials DEDUCT: \$1,680.00 from base bid
 - 2) Use the 50 mil Duro Tuff roofing system. Warranty is a 15 year NDL which covers labor and materials DEDUCT: \$4,565.00 from base bid
 - 3) Repair existing EPDM roofing system by adding mechanical attachments at the perimeter of the building where adhesive has failed. Entire South wall will be re-flashed with new EPDM wall flashings. Repair Price: \$13,230 There is no warranty on repairs.

This bid is valid through May 30, 2018. Should this bid be accepted and agreed to, our terms are 50% upon acceptance of this proposal and the balance due upon completion. If these terms are acceptable, please sign and date the approval blank below and we will initiate the work as soon as possible. Thank you very much for your consideration.

David Thomas
Broken Arrow Construction

Date

TOOELE CITY CORPORATION

RESOLUTION 2018-34

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT FOR THE CONSTRUCTION OF NEW CONCESSIONS BUILDINGS AT THE RED DEL PAPA AND DOW JAMES FIELDS.

WHEREAS, the concessions buildings at the Red Del Papa and Dow James fields have deteriorated to the point of needing to be demolished, and new buildings (the "Project") constructed; and,

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

WHEREAS, England Construction has submitted a cost proposal of \$340,000.00 for completion of the Project and is the lowest responsive responsible bidder (see the Bid Tabulation attached as Exhibit A); and,

WHEREAS, the City Administration requests an additional appropriation of 5% of the bid amount, approximately \$17,000.00, as contingency for change orders for changed conditions that may arise during the Project, as reviewed and authorized by the Mayor; and,

WHEREAS, the Project is to be funded using P.A.R. (Parks, Arts, and Recreation) revenues, with the Tooele County School District reimbursing the City in an as yet undetermined amount, to be established by interlocal agreement to be approved by the City Council:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement (attached as Exhibit B) with England Construction, for new concessions buildings at the Red Del Papa and Dow James fields, is hereby approved for \$340,000.00 plus a 5% contingency, and that the Mayor is hereby authorized to sign the same.

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

Passed this ____ day of _____, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

_____	_____
-------	-------

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Bid Tabulation

Exhibit B

Agreement

Bids for Red Del Papa and Dow James Fields

May 25, 2018 3:00 p.m.

Summary Sheet

Broderick & Henderson Construction

Red Del Papa Field	\$188,950
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Dow James Field	\$239,500
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Broken Arrow

Red Del Papa Field	\$198,223.02
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Dow James Field	\$203,579.25
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England Construction

Red Del Papa Field	\$161,000
--------------------	-----------

Dow James Field	\$179,000
-----------------	-----------

B. Hansen Construction

Red Del Papa Field	\$279,000
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Dow James Field	\$264,000
-----------------	-----------

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: _____
- B. Address: _____
- C. Telephone number: _____
- D. Facsimile number: _____

1.2 OWNER

- A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

Red Del Papa and Dow James Fields Concession Buildings

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: _____ Dollars

2.2 CONTRACT TIME

A. The Work shall be substantially completed by September 15, 2018 and fully completed by September 30, 2018.

B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. _____

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.

- C. **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.

- D. **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.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the _____ day of _____, 2018.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. CONTRACTOR's signature: _____
- B. Please print name here: _____
- C. Title: _____
- D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018.

by _____
(person acknowledging and title or representative capacity, if any).

Notary's signature

Residing at

My commission expires:

Notary's seal

3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. OWNER's signature: _____

B. Please print name here: _____

C. Title: _____

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

TOOELE CITY CORPORATION

RESOLUTION 2018-32

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH BROKEN ARROW INCORPORATED FOR THE 2018 CULINARY WATER IMPROVEMENT PROJECT.

WHEREAS, in the course of the City's routine water system maintenance evaluation, it has been determined that certain existing water facilities within the City's water system have deteriorated to the point that it is prudent to replace and/or upgrade them in order to maintain system functionality and efficiency; and,

WHEREAS, these facilities consist primarily of main waterlines, culinary water service laterals, replacement of large water meters, and related facilities; and,

WHEREAS, the City Administration proposes the 2018 Culinary Water Improvement Project (the "Project"), located in various rights-of-way throughout the city; and,

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

WHEREAS, Broken Arrow Construction has submitted a cost proposal of Eight Hundred Twenty Four Thousand Two Dollars and Eighty Six Cents (\$824,002.86) for completion of the Project and is the lowest responsive responsible bidder (see the Bid Tabulation attached as Exhibit A); and,

WHEREAS, the City Administration requests an additional appropriation of 5% of the bid amount, approximately Forty One Thousand Two Hundred Dollars (\$41,200.00), as contingency for change orders for changed conditions that may arise during the Project, as reviewed and authorized by the Mayor; and,

WHEREAS, the Project is to be funded using Tooele City revenue sources that include water enterprise funds:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Mayor is hereby authorized to sign a contract (attached as Exhibit B) with Broken Arrow, Incorporated for completion of the 2018 Culinary Water Improvement Project, for a sum not to exceed Eight Hundred Twenty Four Thousand Two Dollars and Eighty Six Cents (\$824,002.86), plus an additional Forty One Thousand Two Hundred Dollars (\$41,200.00) contingency (5%), which may be used as necessary for changed conditions at the discretion of the Mayor.

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
____ day of _____, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Bid Tabulation

Exhibit B

Agreement



2018 WATER IMPROVEMENT PROJECT

BID COST TABULATION

Item No.	Description	Estimated Quantity	Unit	Broken Arrow		Terry Brotherson Excav.		Noland and Sons		SCI	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
GENERAL											
1	Mobilization	1	L.S.	\$37,537.04	\$37,537.04	\$74,193.25	\$74,193.25	\$28,300.00	\$28,300.00	\$102,000.00	\$102,000.00
MAIN LINE WATERLINE REPLACEMENT											
2	Furnish and Install 8" Diameter Culinary Waterline	4,200	L.F.	\$76.57	\$321,594.00	\$63.85	\$268,170.00	\$75.50	\$317,100.00	\$108.00	\$453,600.00
3	Mainline Connections	18	Each	\$1,772.29	\$31,901.22	\$2,888.41	\$51,991.38	\$2,130.00	\$38,340.00	\$1,450.00	\$26,100.00
4	Mainline Hot Tap Connections	1	Each	\$4,699.54	\$4,699.54	\$4,591.23	\$4,591.23	\$7,470.00	\$7,470.00	\$5,730.00	\$5,730.00
5	Remove and Salvage Existing Fire Hydrant	1	Each	\$739.60	\$739.60	\$800.00	\$800.00	\$1,300.00	\$1,300.00	\$342.00	\$342.00
6	Remove and Replace Existing Fire Hydrant	4	Each	\$6,091.54	\$24,366.16	\$6,148.39	\$24,593.56	\$8,825.00	\$35,300.00	\$2,240.00	\$8,960.00
7	Furnish and Install New Fire Hydrant	4	Each	\$6,103.76	\$24,415.04	\$5,648.39	\$22,593.56	\$7,252.00	\$29,008.00	\$2,010.00	\$8,040.00
8	Replace Existing Water Service Laterals, Complete	63	Each	\$2,705.18	\$170,426.34	\$3,028.63	\$190,803.69	\$3,425.00	\$215,775.00	\$1,660.00	\$104,580.00
9	Furnish and Install 8-inch Diameter Gate Valves	15	Each	\$2,200.72	\$33,010.80	\$1,967.46	\$29,511.90	\$1,660.00	\$24,900.00	\$1,790.00	\$26,850.00
WATER LINE CONNECTIONS / WORK AREAS											
10	Area 1 -10" PRV Station Approximately 400 West 1000 North	1	Each	\$52,653.46	\$52,653.46	\$58,544.72	\$58,544.72	\$61,750.00	\$61,750.00	\$59,800.00	\$59,800.00
11	Area 2 - 10" PRV Station 2000 North Progress Way	1	Each	\$52,818.09	\$52,818.09	\$58,693.45	\$58,693.45	\$66,852.00	\$66,852.00	\$62,900.00	\$62,900.00
WATER METER VAULT											
12	Furnish and Install 3" Meter Vault, Complete	1	Each	\$16,790.50	\$16,790.50	\$21,233.93	\$21,233.93	\$25,775.00	\$25,775.00	\$17,900.00	\$17,900.00
13	Furnish and Install 4" Meter Vault, Complete	2	Each	\$16,985.03	\$33,970.06	\$21,384.80	\$42,769.60	\$24,596.00	\$49,192.00	\$17,900.00	\$35,800.00
14	Furnish and Install 6" Meter Vault, Complete	1	Each	\$19,081.01	\$19,081.01	\$23,396.40	\$23,396.40	\$29,288.00	\$29,288.00	\$38,300.00	\$38,300.00
Total					\$824,002.86		\$871,886.67		\$930,350.00		\$950,902.00
COMMENTS								Corrected Total Amount			



2018 WATER IMPROVEMENT PROJECT BID COST TABULATION

Item No.	Description	Estimated Quantity	Unit	Counterpoint		KK&L		Silver Spur		Leon Poulson	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
GENERAL											
1	Mobilization	1	L.S.	\$172,765.00	\$172,765.00	\$62,050.00	\$62,050.00	\$90,000.00	\$90,000.00	\$77,350.00	\$77,350.00
MAIN LINE WATERLINE REPLACEMENT											
2	Furnish and Install 8" Diameter Culinary Waterline	4,200	L.F.	\$66.00	\$277,200.00	\$83.70	\$351,540.00	\$82.00	\$344,400.00	\$80.50	\$338,100.00
3	Mainline Connections	18	Each	\$2,517.00	\$45,306.00	\$1,025.00	\$18,450.00	\$3,500.00	\$63,000.00	\$5,025.00	\$90,450.00
4	Mainline Hot Tap Connections	1	Each	\$4,426.00	\$4,426.00	\$5,125.00	\$5,125.00	\$6,800.00	\$6,800.00	\$5,015.00	\$5,015.00
5	Remove and Salvage Existing Fire Hydrant	1	Each	\$1,125.00	\$1,125.00	\$1,235.00	\$1,235.00	\$575.00	\$575.00	\$1,265.00	\$1,265.00
6	Remove and Replace Existing Fire Hydrant	4	Each	\$5,238.00	\$20,952.00	\$6,225.00	\$24,900.00	\$5,300.00	\$21,200.00	\$8,000.00	\$32,000.00
7	Furnish and Install New Fire Hydrant	4	Each	\$6,009.00	\$24,036.00	\$5,765.00	\$23,060.00	\$5,500.00	\$22,000.00	\$7,255.00	\$29,020.00
8	Replace Existing Water Service Laterals, Complete	63	Each	\$2,302.00	\$145,026.00	\$2,595.00	\$163,485.00	\$2,300.00	\$144,900.00	\$2,860.00	\$180,180.00
9	Furnish and Install 8-inch Diameter Gate Valves	15	Each	\$1,740.00	\$26,100.00	\$1,840.00	\$27,600.00	\$1,925.00	\$28,875.00	\$2,160.00	\$32,400.00
WATER LINE CONNECTIONS / WORK AREAS											
10	Area 1 -10" PRV Station Approximately 400 West 1000 North	1	Each	\$56,183.00	\$56,183.00	\$87,245.00	\$87,245.00	\$55,389.00	\$55,389.00	\$69,050.00	\$69,050.00
11	Area 2 - 10" PRV Station 2000 North Progress Way	1	Each	\$56,183.00	\$56,183.00	\$86,800.00	\$86,800.00	\$58,253.00	\$58,253.00	\$70,700.00	\$70,700.00
WATER METER VAULT											
12	Furnish and Install 3" Meter Vault, Complete	1	Each	\$28,676.00	\$28,676.00	\$28,870.00	\$28,870.00	\$31,669.00	\$31,669.00	\$27,090.00	\$27,090.00
13	Furnish and Install 4" Meter Vault, Complete	2	Each	\$30,574.00	\$61,148.00	\$28,300.00	\$56,600.00	\$32,000.00	\$64,000.00	\$28,950.00	\$57,900.00
14	Furnish and Install 6" Meter Vault, Complete	1	Each	\$34,785.00	\$34,785.00	\$31,625.00	\$31,625.00	\$39,680.00	\$39,680.00	\$38,750.00	\$38,750.00
Total					\$953,911.00		\$968,585.00		\$970,741.00		\$1,049,270.00
COMMENTS					Corrected Total						Corrected Total

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

A. Name: Broken Arrow, Incorporated

B. Address: P.O. Box 580, Tooele, Utah 84074

C. Telephone number: (801) 355-0527

D. Facsimile number: (801) 252-7501

1.2 OWNER

A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

2018 Culinary Water Improvement 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: Eight Hundred Twenty Four Thousand Two Dollars and Eighty Six Cents (\$824,002.86).

2.2 CONTRACT TIME

A. The Work shall be substantially completed by September 14, 2018 and fully completed by September 21, 2018.

B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. _____

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:

Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

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