

TOOELE CITY CORPORATION

RESOLUTION 2025-20

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH MCCORMICK & SONS EXCAVATING AND UTILITIES LLC FOR THE 200 WEST ROAD WIDENING PROJECT.

WHEREAS, Tooele City has more than 225 lane miles of public roadway located within the City limits for which it has maintenance and,

WHEREAS, a significant number of those roadways require maintenance in varying levels of effort in order to maintain reasonably safe and convenient public access and to extend the life of those roadways; and,

WHEREAS, the City receives State roadway assistance (Road "C") funds together with additional funding from the State of Utah, which funds are to be used by the City for public roadway pavement maintenance and repair; and,

WHEREAS, as part of the City roadway maintenance and improvement efforts, the Public Works Department has budgeted for the 200 West Road Widening Project, described in summary as follows: the widening of 200 West between 500 North and 600 North Streets; approximately 700 linear feet in length; includes: clearing, grubbing; tree stump removal; the furnish and installation of approximately 660 linear feet of 24" diameter HP Storm Drain pipe together with inlet boxes and manholes, 420 cubic yards of import fill, 660 linear feet of curb & gutter, 7,400 square feet of new asphalt and base, and related appurtenances; and,

WHEREAS, the City solicited public bids for the 200 West Road Widening Project in accordance with the procedures of §72-6-108, Utah Code Annotated, as amended; and,

WHEREAS, McCormick & Sons Excavating and Utilities LLC submitted a cost proposal of \$251,265.37, which is the lowest responsible responsive bid for Project (see bid results attached as Exhibit A—note that the lowest bid was rejected as unresponsive); and,

WHEREAS, the City Administration requests an additional appropriation of about 5% in the amount of \$12,500 as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that

1. the agreement attached as Exhibit B with McCormick & Sons Excavating and Utilities LLC is hereby approved, in the amount of \$251,265.37, for completion of the Project; and,

2. an additional \$12,500 contingency is hereby approved, which may be used for changed conditions as reviewed and approved by 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 2nd day of April, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

Melodi Decker

Justin Brady

Sam Hare
SA McCall

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

Debra E. White

ATTEST:

Michelle Y. Pitt
Michelle Y. Pitt, City Recorder



Approved as to Form:

Roger Evans Baker
Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Bid Results

BID TABULATION
200 West Roadway Widening Project
Bid Opening March 13, 2025

Item No.	Description	Bid Quantity	Unit	H&H Excavation		McCormich & Sons		Tuff Excavation	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
GENERAL									
1	Mobilization and SWPP Plan	1	LS	\$8,000.00	\$8,000.00	\$5,941.00	\$5,941.00		\$20,850.00
2	Construction Layout	1	LS	\$3,500.00	\$3,500.00	\$8,967.00	\$8,967.00		\$4,800.00
DEMOLITION									
3	Remove & Dispose Existing RV Dump Asphalt & Concrete Strips	1	LS	\$2,500.00	\$2,500.00	\$3,640.00	\$3,640.00		\$8,039.00
4	Sawcut, Demolish & Dispose Existing Roadway Asphalt & Subbase	3400	SF	\$2.90	\$9,860.00	\$3.69	\$12,546.00		\$8,102.00
5	Demolition and Disposal of Existing Curb & Gutter and Subbase	20	LF	\$40.00	\$800.00	\$18.75	\$375.00		\$275.00
6	Demolition and Disposal of Existing 8" Thick Waterway and Subbase	60	SF	\$8.33	\$500.00	\$6.25	\$375.00		\$745.00
7	Demolition and Disposal of Existing Culverts	1	LS	\$1,200.00	\$1,200.00	\$865.00	\$865.00		\$775.00
8	Sawcut, Demolition and Disposal of the Inlet on Existing Storm Drain Box	1	LS	\$2,400.00	\$2,400.00	\$775.00	\$775.00		\$1,300.00
9	Demolition and Disposal of Tree Stumps, Grind to 2' Below Finish Grade	1	LS	\$4,000.00	\$4,000.00	\$2,088.00	\$2,088.00		\$2,525.00
10	Abandon Existing Water Lateral and Yard Hydrant	1	LS	\$3,500.00	\$3,500.00	\$1,322.00	\$1,322.00		\$3,063.00
11	Abandon Existing Sanitary Sewer Lateral and Sewer Manhole	1	LS	\$1,800.00	\$1,800.00	\$4,268.00	\$4,268.00		\$2,513.00
STORM DRAIN									
12	Furnish and Install 24" Diameter HP Storm Drain Pipe	660	LF	\$63.13	\$41,665.80	\$87.85	\$57,981.00		\$46,200.00
13	Furnish and Install Double Inlet Combo Box 1	1	LS	\$5,870.00	\$5,870.00	\$13,930.00	\$13,930.00		\$21,120.00
14	Furnish and Install Double Inlet Combo Box 2 at Existing Inlet	1	LS	\$19,051.21	\$19,051.21	\$8,640.85	\$8,640.85		\$21,120.00
15	Furnish and Install 5' Dia. Storm Drain Manhole	1	LS	\$4,900.00	\$4,900.00	\$5,564.02	\$5,564.02		\$2,500.00
ROADWAY / CONCRETE									
16	Furnish and Install A1-a Import Fill Material	420	CY	\$50.90	\$21,378.00	\$38.50	\$16,170.00		\$10,080.00
17	Furnish and Install Type "A" Curb & Gutter and Base	770	LF	\$21.40	\$16,478.00	\$50.85	\$39,154.50		\$34,650.00
18	Furnish and Install 8" Concrete Waterway and Base	60	SF	\$22.50	\$1,350.00	\$47.05	\$2,823.00		\$3,000.00
19	Furnish and Install 4" Asphalt & 8" Road Base	7400	SF	\$6.05	\$44,770.00	\$8.45	\$62,530.00		\$56,248.40
20	Furnish and Install 6" Thick Crushed Concrete Drive Approach	1	LS	\$800.00	\$800.00	\$595.00	\$595.00		\$1,000.00
UTILITIES									
21	Furnish and Install Concrete Collars on Manholes and Vaults	1	LS	\$2,000.00	\$2,000.00	\$2,715.00	\$2,715.00		\$3,600.00
TOTAL BID				\$196,323.01		\$251,265.37		\$252,505.40	
Comments				Bid Non- Responsive (Missing Required Bid Documents and Bid Bond)				Unit Prices Not Provided. Total Price Adjusted to Reflect Sum of Individual Bid Items	

BID TABULATION
200 West Roadway Widening Project
Bid Opening March 13, 2025

Item No.	Description	Bid Quantity	Unit	Paulsen Construction Co.		Broken Arrow			
				Unit Price	Total	Unit Price	Total	Unit Price	Total
GENERAL									
1	Mobilization and SWPP Plan	1	LS	\$20,355.00	\$20,355.00	\$21,414.82	\$21,414.82		
2	Construction Layout	1	LS	\$5,175.00	\$5,175.00	\$3,676.36	\$3,676.36		
DEMOLITION									
3	Remove & Dispose Existing RV Dump Asphalt & Concrete Strips	1	LS	\$9,145.95	\$9,145.95	\$3,297.70	\$3,297.70		
4	Sawcut, Demolish & Dispose Existing Roadway Asphalt & Subbase	3400	SF	\$2.67	\$9,078.00	\$3.55	\$12,070.00		
5	Demolition and Disposal of Existing Curb & Gutter and Subbase	20	LF	\$14.37	\$287.40	\$12.81	\$256.20		
6	Demolition and Disposal of Existing 8" Thick Waterway and Subbase	60	SF	\$13.80	\$828.00	\$6.10	\$366.00		
7	Demolition and Disposal of Existing Culverts	1	LS	\$8,625.00	\$8,625.00	\$3,227.85	\$3,227.85		
8	Sawcut, Demolition and Disposal of the Inlet on Existing Storm Drain Box	1	LS	\$1,380.00	\$1,380.00	\$4,229.66	\$4,229.66		
9	Demolition and Disposal of Tree Stumps, Grind to 2' Below Finish Grade	1	LS	\$2,875.00	\$2,875.00	\$9,266.27	\$9,266.27		
10	Abandon Existing Water Lateral and Yard Hydrant	1	LS	\$2,875.00	\$2,875.00	\$1,757.30	\$1,757.30		
11	Abandon Existing Sanitary Sewer Lateral and Sewer Manhole	1	LS	\$3,450.00	\$3,450.00	\$4,229.66	\$4,229.66		
STORM DRAIN									
12	Furnish and Install 24" Diameter HP Storm Drain Pipe	660	LF	\$96.95	\$63,987.00	\$111.33	\$73,477.80		
13	Furnish and Install Double Inlet Combo Box 1	1	LS	\$26,881.25	\$26,881.25	\$16,109.87	\$16,109.87		
14	Furnish and Install Double Inlet Combo Box 2 at Existing Inlet	1	LS	\$26,881.25	\$26,881.25	\$46,643.16	\$46,643.16		
15	Furnish and Install 5' Dia. Storm Drain Manhole	1	LS	\$7,590.00	\$7,590.00	\$8,549.85	\$8,549.85		
ROADWAY / CONCRETE									
16	Furnish and Install A1-a Import Fill Material	420	CY	\$27.60	\$11,592.00	\$25.15	\$10,563.00		
17	Furnish and Install Type "A" Curb & Gutter and Base	770	LF	\$51.75	\$39,847.50	\$47.99	\$36,952.30		
18	Furnish and Install 8" Concrete Waterway and Base	60	SF	\$63.25	\$3,795.00	\$28.35	\$1,701.00		
19	Furnish and Install 4" Asphalt & 8" Road Base	7400	SF	\$8.60	\$63,640.00	\$7.36	\$54,464.00		
20	Furnish and Install 6" Thick Crushed Concrete Drive Approach	1	LS	\$575.00	\$575.00	\$1,521.13	\$1,521.13		
UTILITIES									
21	Furnish and Install Concrete Collars on Manholes and Vaults	1	LS	-	-	\$5,175.00	\$5,175.00		
TOTAL BID				\$308,863.35		\$318,948.93			
Comments				No Unit or Extended cost provided for Bid Item No. 21. Total Cost adjusted to reflect no price for Bid Item 21.					

EXHIBIT B

Agreement

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: McCormick & Sons Excavating and Utilities LLC
- B. Address: 2976 West Ruiz Dr #625, Stockton, Utah 84071
- C. Telephone number: (385) 315-9874
- D. Facsimile number: _____
- E. E-Mail: McCormickandsons@outlook.com

1.2 OWNER

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

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

200 West Road Widening 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, [X] is not attached to this Agreement.

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: Two Hundred Fifty One Thousand Two Hundred Sixty Five Dollars and thirty seven cents (\$251,265.37)

2.2 CONTRACT TIME

A. Substantial Completion of the Work shall occur by September 1, 2025. Final completion shall occur by September 15, 2025.

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.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the _____ day of _____, 2025.

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 _____, 2025.

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