

TOOELE CITY CORPORATION

RESOLUTION 2025-34

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH STRONG EXCAVATION LLC FOR THE 700 SOUTH WATERLINE REPLACEMENT PROJECT.

WHEREAS, Tooele City finds it necessary to replace a waterline in 700 South Street ("Project"); and,

WHEREAS, the City solicited bids for the Project in accordance with the notice and bidding procedures of UCA §11-39-101 et seq., and in accordance with the notice and bidding procedures 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, Strong Excavation LLC submitted a cost proposal of \$1,135,688.32, which is the lowest responsible responsive bid for the Project (see bid results attached as Exhibit A); and,

WHEREAS, the City Administration requests an additional appropriation of \$57,000 (about 5%) 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 Strong Excavation LLC is hereby approved, in the amount of \$1,135,688.32, for completion of the Project; and,
2. an additional \$57,000 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 7th day of May, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

WBC

Melodi Dickis

Justin Brady

Alan & Anne

McAll

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

Debra E. W.

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

2025 700 South Waterline Replacement Project
BID TABULATION
Bid Opening - April 17, 2025

Item No.	Description	Estimated Quantity	Unit	Strong Excavation & Construction		RDJ Construction		Silver Spur Construction		VanCon	
				Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total
GENERAL											
1	Mobilization	1	L.S.	\$35,109.47	\$35,109.47	\$89,344.55	\$89,344.55	\$140,000.00	\$140,000.00	\$176,000.00	\$176,000.00
2	Pothole Existing Utilities	1	L.S.	\$10,187.38	\$10,187.38	\$9,558.47	\$9,558.47	\$8,436.00	\$8,436.00	\$45,000.00	\$45,000.00
DEMOLITION											
3	Demolition and Disposal of Existing Roadway Asphalt and Base	42,000	S.F.	\$0.51	\$21,420.00	\$0.53	\$22,260.00	\$0.90	\$37,800.00	\$1.70	\$71,400.00
4	Demolition and Disposal of Existing Curb & Gutter and Subbase	40	L.F.	\$11.33	\$453.20	\$79.65	\$3,186.00	\$16.75	\$670.00	\$16.00	\$640.00
5	Demolition and Disposal of Existing 8" Thick Waterway and Subbase	60	S.F.	\$6.73	\$403.80	\$53.10	\$3,186.00	\$13.25	\$795.00	\$10.00	\$600.00
ROADWAY											
6	Furnish and Install New 5" Asphalt Pavement and 10" Base	42,000	S.F.	\$6.20	\$260,400.00	\$4.29	\$180,180.00	\$7.10	\$298,200.00	\$6.00	\$252,000.00
7	Furnish and Install Type "A" Curb & Gutter and Base	40	L.F.	\$41.14	\$1,645.60	\$126.26	\$5,050.40	\$64.25	\$2,570.00	\$85.00	\$3,400.00
8	Furnish and Install 8" Concrete Waterway and Base	60	S.F.	\$13.96	\$837.60	\$121.21	\$7,272.60	\$128.00	\$7,680.00	\$30.00	\$1,800.00
9	Furnish and Install Concrete Collars for Water Valves, Handley Boxes and Roadway Monuments	24	Each	\$750.00	\$18,000.00	\$757.58	\$18,181.92	\$780.00	\$18,720.00	\$900.00	\$21,600.00
WATER SYSTEM											
10	Furnish and Install 8" Diameter Culinary Waterline	170	L.F.	\$125.53	\$21,340.10	\$140.33	\$23,856.10	\$70.50	\$11,985.00	\$500.00	\$85,000.00
11	Furnish and Install 16" Diameter Culinary Waterline	3,350	L.F.	\$131.85	\$441,697.50	\$169.48	\$567,758.00	\$135.00	\$452,250.00	\$250.00	\$837,500.00
12	Furnish and Install 8" Diameter Gate Valve	9	Each	\$3,111.94	\$28,007.46	\$2,606.93	\$23,462.37	\$3,720.00	\$33,480.00	\$3,800.00	\$34,200.00
13	Furnish and Install 16" Diameter Butterfly Valve	8	Each	\$7,854.80	\$62,838.40	\$7,292.36	\$58,338.88	\$7,750.00	\$62,000.00	\$8,000.00	\$64,000.00
14	Furnish and Install Handley Boxes, Complete	4	Each	\$4,569.46	\$18,277.84	\$783.70	\$3,134.80	\$1,560.00	\$6,240.00	\$650.00	\$2,600.00
15	Remove and Replace Existing Culinary Water Service Laterals with New 1" Dia. Laterals	17	Each	\$2,687.76	\$45,691.92	\$3,245.03	\$55,165.51	\$3,310.00	\$56,270.00	\$4,100.00	\$69,700.00
16	Remove and Replace Existing Irrigation Water Service Laterals with New 2" Dia. Laterals	13	Each	\$3,607.84	\$46,901.92	\$6,144.88	\$79,883.44	\$6,045.00	\$78,585.00	\$6,500.00	\$84,500.00
17	Furnish and Install Waterline Loop(s) at 330 West and 700 South	1	L.S.	\$25,783.79	\$25,783.79	\$14,273.03	\$14,273.03	\$14,715.00	\$14,715.00	\$17,500.00	\$17,500.00
18	Furnish and Install Waterline Loop(s) at Pioneer and 700 South	1	L.S.	\$25,251.02	\$25,251.02	\$14,911.28	\$14,911.28	\$14,715.00	\$14,715.00	\$18,000.00	\$18,000.00
19	Furnish and Install 16" Diameter Connection to Existing Pipe	2	Each	\$11,280.59	\$22,561.18	\$9,868.99	\$19,737.98	\$11,770.00	\$23,540.00	\$25,000.00	\$50,000.00
20	Furnish and Install 8" Diameter (and Smaller) Connection to Existing Pipe	7	Each	\$2,389.43	\$16,726.01	\$5,177.66	\$36,243.62	\$10,005.00	\$70,035.00	\$12,500.00	\$87,500.00
21	Abandon Existing Water Valves	8	Each	\$354.80	\$2,838.40	\$637.23	\$5,097.84	\$720.50	\$5,764.00	\$500.00	\$4,000.00
22	Furnish and Install New Fire Hydrant Assembly, Complete	2	Each	\$12,160.33	\$24,320.66	\$9,891.49	\$19,782.98	\$11,270.00	\$22,540.00	\$13,000.00	\$26,000.00
23	Remove and Salvage Existing Fire Hydrant Assembly, Complete	1	Each	\$4,995.07	\$4,995.07	\$3,823.38	\$3,823.38	\$2,335.00	\$2,335.00	\$5,000.00	\$5,000.00
Bid Total				\$1,135,688.32		\$1,263,689.15		\$1,369,325.00		\$1,957,940.00	
Comments											

2025 700 South Waterline Replacement Project
BID TABULATION
 Bid Opening - April 17, 2025

Item No.		Description	Estimated Quantity	Unit	Broken Arrow		England Construction		Beck Construction & Excavation		Unit Bid Price	Total
					Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total		
GENERAL												
1	Mobilization	1	L.S.	\$63,536.62	\$63,536.62	\$132,000.00	\$132,000.00	\$115,000.00	\$115,000.00			
2	Pothole Existing Utilities	1	L.S.	\$10,096.88	\$10,096.88	\$18,000.00	\$18,000.00	\$20,500.00	\$20,500.00			
DEMOLITION												
3	Demolition and Disposal of Existing Roadway Asphalt and Base	42,000	S.F.	\$1.80	\$75,600.00	\$1.35	\$56,700.00	\$3.75	\$157,500.00			
4	Demolition and Disposal of Existing Curb & Gutter and Subbase	40	L.F.	\$9.45	\$378.00	\$25.00	\$1,000.00	\$13.00	\$520.00			
5	Demolition and Disposal of Existing 8" Thick Waterway and Subbase	60	S.F.	\$8.68	\$520.80	\$20.00	\$1,200.00	\$4.25	\$255.00			
ROADWAY												
6	Furnish and Install New 5" Asphalt Pavement and 10" Base	42,000	S.F.	\$5.26	\$220,920.00	\$7.26	\$304,920.00	\$8.50	\$357,000.00			
7	Furnish and Install Type "A" Curb & Gutter and Base	40	L.F.	\$80.28	\$3,211.20	\$70.00	\$2,800.00	\$37.00	\$1,480.00			
8	Furnish and Install 8" Concrete Waterway and Base	60	S.F.	\$63.39	\$3,803.40	\$20.00	\$1,200.00	\$22.00	\$1,320.00			
9	Furnish and Install Concrete Collars for Water Valves, Handley Boxes and Roadway Monuments	24	Each	\$690.00	\$16,560.00	\$900.00	\$21,600.00	\$730.00	\$17,520.00			
WATER SYSTEM												
10	Furnish and Install 8" Diameter Culinary Waterline	170	L.F.	\$138.31	\$23,512.70	\$140.00	\$23,800.00	\$265.00	\$45,050.00			
11	Furnish and Install 16" Diameter Culinary Waterline	3,350	L.F.	\$155.75	\$521,762.50	\$155.00	\$519,250.00	\$183.00	\$613,050.00			
12	Furnish and Install 8" Diameter Gate Valve	9	Each	\$3,627.34	\$32,646.06	\$3,500.00	\$31,500.00	\$5,000.00	\$45,000.00			
13	Furnish and Install 16" Diameter Butterfly Valve	8	Each	\$9,217.70	\$73,741.60	\$6,700.00	\$53,600.00	\$11,000.00	\$88,000.00			
14	Furnish and Install Handley Boxes, Complete	4	Each	\$1,238.45	\$4,953.80	\$900.00	\$3,600.00	\$1,200.00	\$4,800.00			
15	Remove and Replace Existing Culinary Water Service Laterals with New 1" Dia. Laterals	17	Each	\$4,570.24	\$77,694.08	\$5,000.00	\$85,000.00	\$5,200.00	\$88,400.00			
16	Remove and Replace Existing Irrigation Water Service Laterals with New 2" Dia. Laterals	13	Each	\$6,888.40	\$89,549.20	\$8,000.00	\$104,000.00	\$7,500.00	\$97,500.00			
17	Furnish and Install Waterline Loop(s) at 330 West and 700 South	1	L.S.	\$8,420.40	\$8,420.40	\$17,000.00	\$17,000.00	\$26,000.00	\$26,000.00			
18	Furnish and Install Waterline Loop(s) at Pioneer and 700 South	1	L.S.	\$8,420.40	\$8,420.40	\$17,000.00	\$17,000.00	\$26,000.00	\$26,000.00			
19	Furnish and Install 16" Diameter Connection to Existing Pipe	2	Each	\$7,050.72	\$14,101.44	\$8,000.00	\$16,000.00	\$8,750.00	\$17,500.00			
20	Furnish and Install 8" Diameter (and Smaller) Connection to Existing Pipe	7	Each	\$2,843.59	\$19,905.13	\$3,000.00	\$21,000.00	\$6,900.00	\$48,300.00			
21	Abandon Existing Water Valves	8	Each	\$560.94	\$4,487.52	\$400.00	\$3,200.00	\$750.00	\$6,000.00			
22	Furnish and Install New Fire Hydrant Assembly, Complete	2	Each	\$11,556.46	\$23,112.92	\$12,000.00	\$24,000.00	\$19,000.00	\$38,000.00			
23	Remove and Salvage Existing Fire Hydrant Assembly, Complete	1	Each	\$1,682.81	\$1,682.81	\$5,000.00	\$5,000.00	\$2,650.00	\$2,650.00			
Bid Total					\$1,298,617.46		\$1,463,370.00		\$1,817,345.00			
Comments												
							Total bid listed was \$1,447,970.00					

EXHIBIT B

Agreement

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: Strong Excavation LLC
- B. Address: 1485 W. Hill Field Road #202, Layton, Utah 84041
- C. Telephone number: (801) 931-9288
- 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

700 South Waterline Replacement
(Coleman to SR-36)

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: **One Million One Hundred Thirty Five Thousand Six Hundred Eighty Eight** Dollars and **Thirty Two** Cents (**\$1,135,688.32**)

2.2 CONTRACT TIME

- A. The Contract time shall be as follows:
1. All Work shall be substantially completed within 90 days of the Notice to Proceed, and fully complete within 100 days from the Notice to Proceed.

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 _____, 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