

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

RESOLUTION 2026-05

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, APPROVING AN AGREEMENT WITH BROKEN ARROW, INC., FOR THE 1200 WEST STORM DRAIN AND ROADWAY FILL PROJECT.

WHEREAS, on June 3, 2026, the Redevelopment Agency of Tooele City, Utah (the "RDA"), passed RDA Resolution 2026-03, approving a real estate purchase and sale agreement with Mountain West Vinyl, LLC (the "REPC"), involving approximately 642,211 square feet of property located in the Tooele Business Park Zoning District (the "Property"); and,

WHEREAS, under paragraph 12(c) of the REPC, the RDA agreed be responsible for certain improvements on Lot 2 of the Property – namely, backfill, culvert, storm drain, and related improvements necessary for preparation of road construction (the "Project"); and,

WHEREAS, to effectuate this term of the REPC, the RDA Board accepted public bids for construction of the Project in accordance with the procedures of §11-39-101 *et seq.*, Utah Code Annotated, as amended (see Bid Tabulation attached as Exhibit A); and,

WHEREAS, Broken Arrow, Inc., has submitted a cost proposal of \$340,512.80 for completion of the work and is the lowest responsive responsible bidder; and,

WHEREAS, the Administration recommends awarding the contract to Broken Arrow, Inc., and entering into the agreement attached as Exhibit B (the "Agreement"); and,

WHEREAS, the Administration requests an additional appropriation of 5% of the bid amount (\$17,000.00) as contingency for change orders for changed conditions which may arise during the project, as reviewed and authorized by the RDA Executive Director:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH that the RDA Executive Director is hereby authorized to sign the Agreement attached as Exhibit B with Broken Arrow, Inc., for construction of the Project, at a total contract price of \$340,512.80, and allocates an additional \$17,000.00 contingency which may be used for changed conditions as necessary 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 Board of the Redevelopment Agency of Tooele City, Utah, this 2nd day of September, 2026.

TOOELE CITY RDA

(For)

(Against)



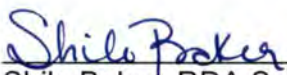
Justin Brady

Flannery

SA McCall

ABSTAINING: _____

ATTEST:



Shilo Baker, RDA Secretary

SEAL



Approved as to Form:



Matthew C. Johnson, RDA Attorney

EXHIBIT A

Bid Tabulation



**2026 1200 West Storm Drain and Roadway Fill project
 BID TABULATION - Bid Opening August 27, 2026**

Item No.	Description	Estimated Quantity	Unit	Broken Arrow		McCormick & Sons		Stapp Construction		Forge Industrial, LLC	
				Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total
GENERAL											
1	Mobilization	1	L.S.	\$31,169.00	\$31,169.00	\$23,633.10	\$23,633.10	\$34,855.00	\$34,855.00	\$24,845.07	\$24,845.07
DEMOLITION											
2	Clear and Grub	1	L.S.	\$12,371.00	\$12,371.00	\$6,892.50	\$6,892.50	\$5,060.00	\$5,060.00	\$5,722.66	\$5,722.66
3	Tree Stump Removal	1	L.S.	\$6,421.00	\$6,421.00	\$7,500.00	\$7,500.00	\$2,320.00	\$2,320.00	\$464.46	\$464.46
ROADWAY											
4	Embankment Cut and On-Site Disposal	700	C.Y.	\$33.63	\$23,541.00	\$11.50	\$8,050.00	\$16.00	\$11,200.00	\$4.33	\$3,031.00
5	Roadway Bypass Ditch Cut and On-Site Disposal	255	L.F.	\$8.59	\$2,190.45	\$15.45	\$3,939.75	\$26.00	\$6,630.00	\$13.37	\$3,409.35
6	Furnish and Install Import A1-a Structural Fill (3" minus)	6,020	C.Y.	\$24.80	\$149,296.00	\$37.10	\$223,342.00	\$43.00	\$258,860.00	\$38.17	\$229,783.40
STORM DRAIN SYSTEM											
7	Furnish and Install 48" Diameter Reinforced Concrete Pipe (RCP)	400	L.F.	\$252.46	\$100,984.00	\$260.05	\$104,020.00	\$351.00	\$140,400.00	\$364.04	\$145,616.00
8	Furnish and Install 18" D ₉₀ Loose Riprap 36" Deep (Outlet)	115	C.Y.	\$37.64	\$4,328.60	\$237.25	\$27,283.75	\$160.00	\$18,400.00	\$223.78	\$25,734.70
9	Furnish and Install 6" D ₉₀ Loose Riprap 12" Deep (Inlet)	25	C.Y.	\$36.56	\$914.00	\$285.68	\$7,142.00	\$170.00	\$4,250.00	\$153.77	\$3,844.25
10	Furnish and Install 12" D50 Grouted Riprap (Inlet)	115	C.Y.	\$80.85	\$9,297.75	\$340.00	\$39,100.00	\$202.00	\$23,230.00	\$323.17	\$37,164.55
Bid Total					\$340,512.80		\$450,903.10		\$505,205.00		\$479,615.44
	If the Owner were to use 48" HP Storm pipe in lieu of the 48" Diameter RCP, the unit cost per linear foot would be:			\$200.00		\$239.00		\$100,000.00		\$266.38	
Comments								The HP Price is assumed to be the total cost for this item			

Item No.	Description	Estimated Quantity	Unit	VanCon		Cazier Excavating		Condie Construction			
				Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total		
GENERAL											
1	Mobilization	1	L.S.	\$64,800.00	\$64,800.00	\$8,539.00	\$8,539.00	\$54,229.00	\$54,229.00		
DEMOLITION											
2	Clear and Grub	1	L.S.	\$20,000.00	\$20,000.00	\$7,209.00	\$7,209.00	\$15,759.00	\$15,759.00		
3	Tree Stump Removal	1	L.S.	\$2,500.00	\$2,500.00	\$1,863.00	\$1,863.00	\$1,040.00	\$1,040.00		
ROADWAY											
4	Embankment Cut and On-Site Disposal	700	C.Y.	\$12.00	\$8,400.00	\$5.42	\$3,794.00	\$10.90	\$7,630.00		
5	Roadway Bypass Ditch Cut and On-Site Disposal	255	L.F.	\$30.00	\$7,650.00	\$48.87	\$12,461.85	\$7.40	\$1,887.00		
6	Furnish and Install Import A1-a Structural Fill (3" minus)	6,020	C.Y.	\$30.00	\$180,600.00	\$38.12	\$229,482.40	\$40.40	\$243,208.00		
STORM DRAIN SYSTEM											
7	Furnish and Install 48" Diameter Reinforced Concrete Pipe (RCP)	400	L.F.	\$275.00	\$110,000.00	\$255.03	\$102,012.00	\$283.00	\$113,200.00		
8	Furnish and Install 18" D ₉₀ Loose Riprap 36" Deep (Outlet)	115	C.Y.	\$120.00	\$13,800.00	\$86.72	\$9,972.80	\$67.30	\$7,739.50		
9	Furnish and Install 6" D ₉₀ Loose Riprap 12" Deep (Inlet)	25	C.Y.	\$100.00	\$2,500.00	\$91.00	\$2,275.00	\$79.30	\$1,982.50		
10	Furnish and Install 12" D50 Grouted Riprap (Inlet)	115	C.Y.	\$250.00	\$28,750.00	\$109.59	\$12,602.85	\$266.00	\$30,590.00		
Bid Total				\$439,000.00		\$390,211.90		\$477,265.00			
	If the Owner were to use 48" HP Storm pipe in lieu of the 48" Diameter RCP, the unit cost per linear foot would be:			\$250.00		\$224.93		\$247.00			
Comments						Total Bid adjusted in favor of unit prices					

EXHIBIT B

Agreement
Broken Arrow, Inc.

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: Broken Arrow Inc.
- B. Address: 8960 Clinton Landing Road, Lake Point, Utah 84074
- C. Telephone number: (435) 882-3942
- D. Facsimile number: _____

1.2 OWNER

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

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

1200 West Storm Drain and Roadway Fill 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: Three Hundred Forty Thousand Five Hundred Twelve Dollars and Eighty Cents (\$340,512.80).

2.2 CONTRACT TIME

- A. All Work shall be substantially completed by **October 31, 2026** and fully complete by **October 15, 2026**.

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 _____, 2026.

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 _____, 2026.

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: Maresa Manzione

C. Title: Executive Director

ATTEST:

Shilo Baker
Tooele City Recorder

S E A L

APPROVED AS TO FORM

Matthew C. Johnson
Tooele City Attorney