

TOOELE CITY CORPORATION

RESOLUTION 2026-30

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING AN AGREEMENT WITH BROKEN ARROW, INC., FOR THE SEVENTH STREET STORM DRAIN IMPROVEMENTS (500 NORTH TO BIRCH STREET).

WHEREAS, during heavy storm events, Tooele City experiences significant storm water flows along that segment of Seventh Street located between 500 North and Birch Street, which results in street flooding and related traffic challenges and road damage; and,

WHEREAS, the City Administration proposes a project to install improved storm water infrastructure which extends within the affected area (the "2026 Seventh Street Storm Drain Project" or the "Project"); and,

WHEREAS, Tooele City has enacted a Storm Water Fee, and created a storm water enterprise fund funded by that Fee, for the purpose of mitigating storm water conveyance and flooding within City limits, and has collected sufficient funds to pay for the Project; and,

WHEREAS, the City Administration has accepted bids for the 2026 Seventh Street Storm Drain 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 2026 Seventh Street Storm Drain Project of \$889,672.34, which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the Mayor's notice of award and signing of the agreement was necessary as time was of the essence, and thus was in the best interest of the City; and,

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of \$44,500.00 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 Broken Arrow, Inc., in the amount of \$889,672.34, for completion of the 2026 Seventh Street Storm Drain Project, is hereby approved and ratified; and,
2. an additional \$44,500.00 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 3rd day of June, 2026.

TOOELE CITY COUNCIL

(For)

(Against)

[Signature]

[Signature]

[Signature]

[Signature]

Melodi Goetsch

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

[Signature]

ATTEST:

Shilo Baker
Shilo Baker, City Recorder

SEAL



Approved as to Form:

[Signature]
Matthew C. Johnson, City Attorney

EXHIBIT A

Bid Tabulation

2026 Seventh Street Storm Drain Improvements
BID TABULATION
 Bid Opening - May 14, 2026



Item No.	Description	Estimated Quantity	Unit	Broken Arrow		Stapp Construction		England Construction	
				Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total
GENERAL									
1	Mobilization	1	LS	\$47,354.00	\$47,354.00	\$103,000.00	\$103,000.00	\$150,000.00	\$150,000.00
2	Construction Layout	1	LS	\$1,224.68	\$1,224.68	\$4,650.00	\$4,650.00	\$6,000.00	\$6,000.00
3	Pothole Existing Utilities	1	LS	\$4,467.62	\$4,467.62	\$7,690.00	\$7,690.00	\$25,000.00	\$25,000.00
DEMOLITION									
4	Remove and Dispose Existing Smelter Road and Seventh Street Intersection Storm Drain Infrastructure	1	LS	\$15,863.65	\$15,863.65	\$20,940.00	\$20,940.00	\$30,000.00	\$30,000.00
5	Remove and Dispose Existing Stansbury Way Waterway and Storm Drain Infrastructure	1	LS	\$4,763.18	\$4,763.18	\$11,205.00	\$11,205.00	\$5,000.00	\$5,000.00
6	Demolition and Disposal of Existing 8" Waterway and Base	300	SF	\$3.27	\$981.00	\$5.50	\$1,650.00	\$5.00	\$1,500.00
7	Demolition and Disposal of Existing Asphalt and Base	20,150	SF	\$1.29	\$25,993.50	\$2.00	\$40,300.00	\$1.95	\$39,292.50
STORM DRAIN									
8	Furnish and Install 30" Diameter RCP Storm Drain Pipe	1,420	LF	\$146.73	\$208,356.60	\$264.00	\$374,880.00	\$180.00	\$255,600.00
9	Furnish and Install 18" Diameter RCP Storm Drain Pipe	460	LF	\$115.08	\$52,936.80	\$196.00	\$90,160.00	\$160.00	\$73,600.00
10	Furnish and Install 15" Diameter NRCP Storm Drain Pipe	245	LF	\$105.90	\$25,945.50	\$184.00	\$45,080.00	\$158.00	\$38,710.00
11	Furnish and Install Double Storm Drain Inlet Box	7	EA	\$6,460.09	\$45,220.63	\$6,670.00	\$46,690.00	\$8,800.00	\$61,600.00
12	Furnish and Install Single Storm Drain Inlet Combo Box	1	EA	\$8,484.42	\$8,484.42	\$8,790.00	\$8,790.00	\$10,500.00	\$10,500.00
13	Furnish and Install Double Storm Drain Inlet Combo Box	1	EA	\$13,618.20	\$13,618.20	\$16,235.00	\$16,235.00	\$12,000.00	\$12,000.00
14	Furnish and Install Companion Box at Existing Storm Drain Inlet Box SD	1	LA	\$6,875.58	\$6,875.58	\$7,745.00	\$7,745.00	\$14,000.00	\$14,000.00
15	Furnish and Install 5' Diameter Manhole	4	EA	\$7,336.99	\$29,347.96	\$7,720.00	\$30,880.00	\$7,800.00	\$31,200.00
16	Furnish and Install 6' Diameter Manhole	6	EA	\$8,000.00	\$48,000.00	\$11,690.00	\$70,140.00	\$8,000.00	\$48,000.00
UTILITIES									
17	Loop Existing Culinary Water Line	11	EA	\$7,060.00	\$77,660.00	\$6,515.00	\$71,665.00	\$9,200.00	\$101,200.00
18	Loop Existing Secondary Water Line	1	EA	\$6,313.42	\$6,313.42	\$5,635.00	\$5,635.00	\$9,200.00	\$9,200.00
19	Remove and Replace Existing Water Service Laterals and Meter Cans	12	EA	\$3,513.41	\$42,160.92	\$5,005.00	\$60,060.00	\$5,000.00	\$60,000.00
20	Remove and Replace Existing Fire Hydrant Assembly, Complete	3	EA	\$17,411.43	\$52,234.29	\$11,565.00	\$34,695.00	\$11,500.00	\$34,500.00
21	Furnish and Install Manhole Collars	14	EA	\$770.00	\$10,780.00	\$843.00	\$11,802.00	\$875.00	\$12,250.00
ROAD / CONCRETE									
22	Furnish and Install all Materials Required for Restoration of the Concrete at the Smelter Road Intersection Demolition Area - Bid Item No. 4	1	LS	\$27,524.00	\$27,524.00	\$16,375.00	\$16,375.00	\$13,300.00	\$13,300.00
23	Furnish and Install all Materials Required for Restoration of all Concrete at the Stansbury Way Demolition Area - Bid Item No. 5	1	LS	\$6,621.39	\$6,621.39	\$2,125.00	\$2,125.00	\$3,700.00	\$3,700.00
24	Furnish and Install New 5" Minimum Asphalt and 10" Minimum Thickness Roadbase	20,150	SF	\$6.30	\$126,945.00	\$6.60	\$132,990.00	\$4.95	\$99,742.50
Bid Total					\$889,672.34		\$1,215,382.00		\$1,135,895.00
Comments				Bid Item No. 9 adjusted in favor of the unit price					

EXHIBIT B

Agreement
Broken Arrow, Inc.

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: Broken Arrow Incorporated
- B. Address: 8960 Clinton Landing Road, Lake Point, Utah 84074
- C. Telephone number: (435) 882-3942
- D. E-Mail: dcummings@brokenarrowusa.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

**Seventh Street Storm Drain Improvements
(500 North to Birch Street)**

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: Eight Hundred Eight Nine Thousand Six Hundred Seventy Two Dollars and Thirty Four Cents (\$889,672.34).

2.2 CONTRACT TIME

- A. Substantial Completion of the Work shall occur by October 1, 2026. Final completion shall occur by October 14, 2026.
- B. For any of the work areas included within the project, work shall be substantially completed within 45 days of commencement of work on that particular street.

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:

Shilo Baker
Tooele City Recorder

S E A L

APPROVED AS TO FORM

Matthew C. Johnson
Tooele City Attorney

END OF DOCUMENT

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Shilo Baker

From: Melodi Gochis
Sent: Wednesday, May 20, 2026 12:05 PM
To: Shilo Baker
Subject: Seventh Street Storm Drain Bid

Shilo,
I approve!
Thank you,
Melodi

Get [Outlook for iOS](#)

Shilo Baker

From: Justin Brady
Sent: Wednesday, May 20, 2026 10:05 AM
To: Shilo Baker
Subject: Re: Seventh Street Storm Drain Project

I approve.

Justin Brady
Tooele City Council

On May 19, 2026, at 6:02 PM, Shilo Baker <ShiloB@tooelecity.gov> wrote:

Good Evening Council,

Tooele City put out to bid the Seventh Street Storm Drain Project and the bids were opened on Thursday, May 14, 2026 (please see the attached bid results). Because we have cancelled tomorrow night's meeting, and we would like to get going on this project as soon as possible, we are asking that you approve awarding the contract to Broken Arrow for \$889,672.34 through email. If approved, we will bring this matter back to you at the June 3rd meeting for ratification.

Please respond to this email (just to me) as to whether you approve or not.

Thank you for your consideration,
Shilo

<image001.png>

Shilo Baker

City Recorder

Department of the City Recorder | Tooele City Corporation

90 North Main Street | Tooele, UT 84074

Ph: (435) 843-2111 | Fax: (435) 843-2119

Email: shilob@tooelecity.gov | Web: tooelecity.gov

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<2026 Seventh Street Storm Drain Bid Tabulation.pdf>

Shilo Baker

From: Ed Hansen
Sent: Tuesday, May 19, 2026 7:53 PM
To: Shilo Baker; City-Council
Cc: Maresa Manzione
Subject: Re: Seventh Street Storm Drain Project

I approve

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From: Shilo Baker <ShiloB@tooelecity.gov>
Sent: Tuesday, May 19, 2026 6:02:30 PM
To: City-Council <City-Council@tooelecity.gov>
Cc: Maresa Manzione <mmanzione@tooelecity.gov>
Subject: Seventh Street Storm Drain Project

Good Evening Council,

Tooele City put out to bid the Seventh Street Storm Drain Project and the bids were opened on Thursday, May 14, 2026 (please see the attached bid results). Because we have cancelled tomorrow night's meeting, and we would like to get going on this project as soon as possible, we are asking that you approve awarding the contract to Broken Arrow for \$889,672.34 through email. If approved, we will bring this matter back to you at the June 3rd meeting for ratification.

Please respond to this email (just to me) as to whether you approve or not.

Thank you for your consideration,
Shilo



Shilo Baker

City Recorder

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