

TOOELE CITY CORPORATION

RESOLUTION 2026-22

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH NEWMAN CONSTRUCTION, LLC, FOR THE 200 WEST WATERLINE REPLACEMENT PROJECT.

WHEREAS, Tooele City finds it necessary to replace a waterline in 200 West 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, Newman Construction, LLC, submitted a cost proposal of \$247,000, which is the lowest responsible responsive bid for the Project (see bid tabulation attached as Exhibit A); and,

WHEREAS, the City Administration requests an additional appropriation of \$12,350 (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. an agreement with Newman Construction, LLC, for the completion of the Project at a price of \$247,000, consistent with the terms outlined in Exhibit B, is hereby approved; and,
2. an additional \$12,350 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 15th day of April, 2026.

TOOELE CITY COUNCIL

(For)

(Against)



Justin Brody

Glenn E. Har

D. McCall

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)



ATTEST:

Shilo Baker

Shilo Baker, City Recorder



Approved as to Form:



Matthew C. Johnson, Tooele City Attorney

EXHIBIT A

Bid Tabulation

2026 200 West Waterline Replacement Project
 BID TABULATION
 Bid Opening - April 7, 2026

Item No.	Description	Estimated Quantity	Unit	Newman Construction		RDJ Construction		McCormick & Sons		Broken Arrow	
				Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total
GENERAL											
1	Mobilization	1	L.S.	\$22,365.00	\$22,365.00	\$21,151.31	\$21,151.31	\$19,585.00	\$19,585.00	\$18,554.00	\$18,554.00
2	Pothole Existing Utilities	1	L.S.	\$2,800.00	\$2,800.00	\$3,186.17	\$3,186.17	\$3,000.00	\$3,000.00	\$4,691.00	\$4,691.00
ROADWAY											
3	Demolition and Disposal of Existing Roadway Asphalt and Base	8,100	S.F.	\$0.60	\$4,860.00	\$1.29	\$10,449.00	\$2.10	\$17,010.00	\$1.89	\$15,309.00
4	Demolition and Disposal of Existing 8" Thick Waterway and Subbase	75	S.F.	\$20.00	\$1,500.00	\$25.49	\$1,911.75	\$15.05	\$1,128.75	\$3.26	\$244.50
5	Furnish and Install New 4" Asphalt Pavement and 8" Base	8,100	S.F.	\$5.50	\$44,550.00	\$4.08	\$33,048.00	\$5.60	\$45,360.00	\$7.74	\$62,694.00
6	Furnish and Install 8" Concrete Waterway and Base	75	S.F.	\$40.00	\$3,000.00	\$70.71	\$5,303.25	\$90.00	\$6,750.00	\$37.87	\$2,840.25
7	Furnish and Install Concrete Collars for Water Valves	8	Each	\$555.00	\$4,440.00	\$757.58	\$6,060.64	\$550.00	\$4,400.00	\$715.00	\$5,720.00
8	Restore Pavement Crosswalk Striping	1	L.S.	\$1,235.00	\$1,235.00	\$1,515.15	\$1,515.15	\$2,500.00	\$2,500.00	\$770.00	\$770.00
WATER SYSTEM											
9	Furnish and Install 8" Diameter Culinary Waterline	800	L.F.	\$85.00	\$68,000.00	\$97.08	\$77,664.00	\$83.00	\$66,400.00	\$88.73	\$70,984.00
10	Furnish and Install 8" Diameter Gate Valve	6	Each	\$2,900.00	\$17,400.00	\$2,825.11	\$16,950.66	\$2,887.30	\$17,323.80	\$3,920.00	\$23,520.00
11	Furnish and Install 12" Diameter Gate Valve	2	Each	\$5,750.00	\$11,500.00	\$5,471.44	\$10,942.88	\$4,996.30	\$9,992.60	\$6,292.00	\$12,584.00
12	Remove and Replace Existing Culinary Water Service Laterals with New 1" Dia. Laterals, Complete	4	Each	\$2,550.00	\$10,200.00	\$2,686.29	\$10,745.16	\$1,823.74	\$7,294.96	\$2,434.00	\$9,736.00
13	Remove and Replace Existing Culinary Water Service Laterals with New 2" Dia. Lateral, Complete	1	L.S.	\$14,650.00	\$14,650.00	\$6,792.23	\$6,792.23	\$5,701.50	\$5,701.50	\$15,488.00	\$15,488.00
14	Furnish and Install 8" Diameter Connection to Existing Pipe	4	Each	\$2,150.00	\$8,600.00	\$4,328.44	\$17,313.76	\$5,277.18	\$21,108.72	\$2,513.00	\$10,052.00
15	Furnish and Install 12" Diameter Connection to Existing Pipe	2	Each	\$3,900.00	\$7,800.00	\$5,288.90	\$10,577.80	\$7,533.85	\$15,067.70	\$2,979.00	\$5,958.00
16	Abandon Existing Water Valves	4	Each	\$350.00	\$1,400.00	\$637.23	\$2,548.92	\$925.00	\$3,700.00	\$641.00	\$2,564.00
17	Remove and Replace Existing Fire Hydrant Assembly, Complete	2	Each	\$11,350.00	\$22,700.00	\$9,519.49	\$19,038.98	\$10,848.00	\$21,696.00	\$11,093.00	\$22,186.00
Bid Total				\$247,000.00		\$255,199.66		\$268,019.03		\$283,894.75	
Comments				Total cost for Bid item 7 adjusted in favor of unit price x quantity							

2025 700 South Waterline Replacement Project
BID TABULATION
 Bid Opening - April 7, 2026

Item No.	Description	Estimated Quantity	Unit	One Shot, LLC		Stapp Construction		Unit Bid Price	Total	Unit Bid Price	Total
				Unit Bid Price	Total	Unit Bid Price	Total				
GENERAL											
1	Mobilization	1	L.S.	\$20,762.89	\$20,762.89	\$88,245.00	\$88,245.00		\$0.00		\$0.00
2	Pothole Existing Utilities	1	L.S.	\$5,393.09	\$5,393.09	\$4,630.00	\$4,630.00		\$0.00		\$0.00
ROADWAY											
3	Demolition and Disposal of Existing Roadway Asphalt and Base	8,100	S.F.	\$0.55	\$4,455.00	\$2.50	\$20,250.00		\$0.00		\$0.00
4	Demolition and Disposal of Existing 8" Thick Waterway and Subbase	75	S.F.	\$5.69	\$426.75	\$9.00	\$675.00		\$0.00		\$0.00
5	Furnish and Install New 4" Asphalt Pavement and 8" Base	8,100	S.F.	\$4.88	\$39,528.00	\$9.60	\$77,760.00		\$0.00		\$0.00
6	Furnish and Install 8" Concrete Waterway and Base	75	S.F.	\$21.53	\$1,614.75	\$18.50	\$1,387.50		\$0.00		\$0.00
7	Furnish and Install Concrete Collars for Water Valves	8	Each	\$569.84	\$4,558.72	\$964.00	\$7,712.00		\$0.00		\$0.00
8	Restore Pavement Crosswalk Striping	1	L.S.	\$2,379.70	\$2,379.70	\$5,025.00	\$5,025.00		\$0.00		\$0.00
WATER SYSTEM											
9	Furnish and Install 8" Diameter Culinary Waterline	900	L.F.	\$126.42	\$101,136.00	\$133.00	\$106,400.00		\$0.00		\$0.00
10	Furnish and Install 8" Diameter Gate Valve	6	Each	\$3,847.59	\$23,085.54	\$2,975.00	\$17,850.00		\$0.00		\$0.00
11	Furnish and Install 12" Diameter Gate Valve	2	Each	\$6,503.61	\$13,007.22	\$5,980.00	\$11,960.00		\$0.00		\$0.00
12	Remove and Replace Existing Culinary Water Service Laterals with New 1" Dia. Laterals, Complete	4	Each	\$4,153.12	\$16,612.48	\$5,940.00	\$23,760.00		\$0.00		\$0.00
13	Remove and Replace Existing Culinary Water Service Laterals with New 2" Dia. Lateral, Complete	1	L.S.	\$7,665.34	\$7,665.34	\$5,420.00	\$5,420.00		\$0.00		\$0.00
14	Furnish and Install 8" Diameter Connection to Existing Pipe	4	Each	\$1,889.30	\$7,557.20	\$2,065.00	\$8,260.00		\$0.00		\$0.00
15	Furnish and Install 12" Diameter Connection to Existing Pipe	2	Each	\$3,765.73	\$7,531.46	\$3,890.00	\$7,780.00		\$0.00		\$0.00
16	Abandon Existing Water Valves	4	Each	\$3,888.46	\$15,553.84	\$559.00	\$2,236.00		\$0.00		\$0.00
17	Remove and Replace Existing Fire Hydrant Assembly, Complete	2	Each	\$13,706.70	\$27,413.40	\$14,160.00	\$28,320.00		\$0.00		\$0.00
Bid Total				\$298,681.38		\$417,670.50		\$0.00		\$0.00	
Comments				Total cost for Bid item 5 adjusted in favor of unit price x quantity				Bid Total adjusted based upon Total Values			

EXHIBIT B

Newman Construction, LLC
Bid Details

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Newman Construction, Inc.
13331 South Redwood Road
Riverton, UT 84065

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

OWNER:

(Name, legal status and address)

Tooele City Corporation
90 North Main
Tooele, UT 84074

BOND AMOUNT:

Five Percent (5%) of amount bid

PROJECT:

(Name, location or address, and Project number, if any)

200 West Waterline Replacement Project (100 South to Vine Street)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of April, 2026

<p>_____ (Witness)</p> <p><i>Simon Douglas</i> _____ (Witness)</p>	<p>Newman Construction, Inc. _____ (Principal) <i>[Signature]</i> (Seal)</p> <p>_____ (Title)</p> <p>Western Surety Company _____ (Surety) <i>[Signature]</i></p> <p>_____ (Title) David T. Smedley, Attorney-in-Fact</p>
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CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assurance of changes will not be obscured.



Init.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David T Smedley, Michael R Vowles, Danise Worwood, Robyn B Jensen, Valarie Trujillo, Brett Palmer, Individually

of Salt Lake City, UT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of January, 2026.



WESTERN SURETY COMPANY

Larry Kasten

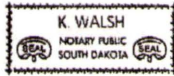
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of January, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K Walsh

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of April, 2026



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

DOCUMENT 00 41 00

BID

PART 1 GENERAL

1.1 BID PROPOSAL

- A. After having personally and carefully examined all conditions surrounding the Work and the Contract Documents, the undersigned proposes to furnish all labor, equipment, tools and machinery and to furnish and deliver all materials not specifically mentioned as being furnished by the OWNER, which is required in and about the construction of the Construction Contract known as

200 West Waterline Replacement Project
(100 West to Vine Street)

- B. The undersigned proposes to complete the Work for the price or prices listed in the Bid Schedule (Document 00 43 00) and understands that quantities for Unit Price Work are not guaranteed.
- C. The undersigned proposes to furnish bonds with the Contract, signed by a surety company satisfactory to the OWNER, in an amount equal to the Contract amount conditioned to insure compliance with all requirements of the Contract Documents.
- D. The undersigned encloses a certified check, cashier's check, cash, or a Bid Bond for _____ Dollars (\$) _____) which is (five (5) percent of the Bid amount) payable to the OWNER, as a guarantee of good faith, and which it is agreed will be forfeited to the OWNER as liquidated damages in the event of the failure of the undersigned to enter into a contract and furnish satisfactory bonds to the OWNER.
- E. The undersigned proposes to execute the attached contract within ten (10) days after the Notice of Intention to Award, and to begin work within ten (10) days after being notified to do so by the OWNER.
- F. If OWNER finds it necessary to further define the Work, Contract Price, Contract Time or some other portion of the Construction Contract, after Bid opening, the Bidder promises to execute an Agreement Supplement prior to or concurrent with the execution of the Agreement, if the Agreement Supplement is acceptable to the Bidder.
- G. It is understood that the OWNER has the right to reject this proposal or to accept it at the prices listed in the Bid Schedule.
- H. It is understood that the OWNER reserves the right to award all schedules of

the project to a single BIDDER, or to separate BIDDERS as in the best interest of the OWNER.

PART 2 EXECUTION

2.1 BIDDER

A. The Bidder is as follows

Name: Newman Construction

Address: 13331 S Redwood Road Riverton Utah 84065

Telephone number: 801-254-3524

Facsimile number: 801-254-6469

Tax identification number: 87-0505072

B. Bidder holds license number 268863-5501, issued on the 30 day of November, 2011, by the Utah State Department of Commerce, Division of Occupational and Professional Licensing. Bidder is licensed to practice as a Contractor With LRF Contractor. License renewal date is the 30th day of 2027.

C. The undersigned hereby acknowledges receipt of the following Addenda.

(list Addenda numbers here)

2.2 BIDDER'S SUBSCRIPTION

A. Date: 4/7/2026

B. Bidder's Signature: 

C. Please print Bidder's name here: Spencer Mitchell

D. Title: Project Manager / Estimator

END OF DOCUMENT

2025 RELEASE UNDER E.O. 14176

**DOCUMENT 00 43 00
BID SCHEDULE**

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

- A. Price schedules.
- B. Measurement and Payment provisions.

1.2 CONSTRUCTION CONTRACT

The Construction Contract is known as:

200 West Waterline Replacement
(100 South to Vine Street)

1.3 REFERENCES

- A. APWA Document 01 11 00: Payment Procedures.
- B. Document 00 52 00: Agreement.
- C. APWA Document 01 25 00: Product Options and Substitutions.

1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT

- A. This document will be added to the Agreement by reference.

PART 2 PRICE SCHEDULES

2.1 BID

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
GENERAL					
1	Mobilization	1	L.S.	22,365	22,365
2	Pothole Existing Utilities	1	L.S.	2,800	2,800
DEMOLITION					
3	Demolition and Disposal of Existing Roadway Asphalt and Base	8,100	SF	.60	4,860
4	Demolition and Disposal of Existing 8" Thick Waterway and Subbase	75	SF	20	1,500

RETURN WITH BID DOCUMENTS

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
ROADWAY					
5	Furnish and Install New 4" Asphalt Pavement and 8" Base	8,100	S.F.	\$.50	4,050
6	Furnish and Install 8" Concrete Waterway and Base	75	S.F.	40	3,000
7	Furnish and Install Concrete Collars for Water Valves	8	Each	555	4,440
8	Restore Pavement Crosswalk Striping	1	L.S.	1,235	1,235
WATER SYSTEM					
9	Furnish and Install 8" Diameter Culinary Waterline	800	L.F.	\$8	6,400
10	Furnish and Install 8" Diameter Gate Valve	6	Each	2,900	17,400
11	Furnish and Install 12" Diameter Gate Valve	2	Each	5,750	11,500
12	Remove and Replace Existing Culinary Water Service Laterals with New 1" Dia. Laterals, Complete	4	Each	2,550	10,200
13	Remove and Replace Existing Culinary Water Service Laterals with New 2" Dia. Lateral, Complete	1	L.S.	14,650	14,650
14	Furnish and Install 8" Diameter Connection to Existing Pipe	4	Each	2,150	8,600
15	Furnish and Install 12" Diameter Connection to Existing Pipe	2	Each	3,900	7,800
16	Abandon Existing Water Valves	4	Each	350	1,400
17	Remove and Replace Existing Fire Hydrant Assembly, Complete	2	Each	11,350	22,700
Bid Total					247,000.00

PART 3 MEASUREMENT AND PAYMENT

3.1 GENERAL

- A. Units of measurement are listed above in the price schedule(s).
- B. Measurement and payment procedures are as shown below.
- C. ENGINEER will take all measurements and compute all quantities.
- D. CONTRACTOR will verify measurement and quantities.

- E. CONTRACTOR will provide all equipment, workers, and survey crews to assist ENGINEER in making measurements.

3.2 Mobilization. Bid Item No. 1.

- A. GENERAL. This bid item is provided to cover the Contractor's cost for general and miscellaneous responsibilities and operations not normally attributed to any other single bid item, and shall also include preparation of the SWPP Plan and its implementation. This shall also include, but is not limited to, work described or enumerated in Section 01 71 13R, Mobilization and Demobilization, shall include all costs related to obtaining permits as required by law. The cost of permits issued by the City will be waived. The cost of all other permits shall be the responsibility of the Contractor.
- B. METHOD OF MEASUREMENT. Mobilization shall be measured as a percentage based on the percentage of the cost of work completed compared to the original contract amount.
- C. BASIS OF PAYMENT. Payment for "Mobilization" will be made as a percentage of the contract lump sum bid price. Payments will be made in accordance with the following schedule:
 - 1. When 10% of the original contract amount is earned, 25% of the amount bid for mobilization will be paid.
 - 2. When 25% of the original contract amount is earned, 50% of the amount bid for mobilization will be paid.
 - 3. When 50% of the original contract amount is earned, 75% of the amount bid for mobilization will be paid.
 - 4. When 75% of the original contract amount is earned, 100% of the amount bid for mobilization will be paid.

3.3 Pothole Existing Utilities. Bid Item No. 2

- A. METHOD OF MEASUREMENT. Pothole Existing Utilities shall not be measured.
- B. BASIS OF PAYMENT. Payment for Pothole Existing Utilities will be made at the contract lump sum bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, surveying, materials and all other incidentals and costs as required to identify the location, type and depth of all utility conflicts which lie within the proposed pipeline alignment.

3.4 Demolition and Disposal of Existing Roadway Asphalt and Base. Bid Item No. 3.

- A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Roadway Asphalt and Base, shall be measured by the square foot.

- B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Roadway Asphalt and Base will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, removal and off-site disposal of existing asphalt and base to the minimum depth of the new subbase; and all other operations, incidentals and costs required to complete this item.

3.5 Demolition and Disposal of Existing 8" Thick Waterway and Subbase. Bid Item No. 4

- A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing 8" Thick Waterway and Subbase shall be measured by the square foot.
- B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing 8" Thick Waterway and Subbase will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, removal and disposal of existing waterway and subbase to the minimum depth of the new subbase; and all other operations, incidentals and costs required to complete this item. *The quantity of waterway to be demolished and removed shall be measured and agreed upon by the ENGINEER prior to commencement of this work.*

3.6 Furnish and Install New 4" Asphalt Pavement and 8" Base. Bid Item No. 5

- A. METHOD OF MEASUREMENT. Furnish and Install New 4" Asphalt Pavement and 8" Base shall be measured by the square foot
- B. BASIS OF PAYMENT. Payment for Furnish and Install New 4" Asphalt Pavement and 8" Base will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to; furnishing and installation of road base, tack coat and asphalt materials; compaction, materials testing, and all other operations, incidentals and costs required to complete this portion of the work.

3.7 Furnish and Install 8" Concrete Waterway and Base. Bid Item No. 6

- A. METHOD OF MEASUREMENT. Payment for Furnish and Install 8" Concrete Waterway and Base shall be measured by the square foot.
- B. BASIS OF PAYMENT. Payment for Furnish and Install 8" Concrete Waterway and Base will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: removal and disposal of excess excavated materials; furnishing and installation of new base and concrete materials; watering, compaction, grading, forming, finishing, protection, curing, materials testing; and all other operations, incidentals and costs required to complete this portion of the work.

3.8 Furnish and Install Concrete Collars for Water Valves. Bid Item No. 7

- A. METHOD OF MEASUREMENT. Furnish and Install Concrete Collars on Water Valves shall not be measured.

- B. BASIS OF PAYMENT. Payment for Furnish and Install Concrete Collars on Water Valves will be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: removal and disposal of bituminous surface course and base materials; furnish and installation of fiber reinforced concrete materials; finishing, testing; and all other operations, incidentals and costs required to complete this portion of the work.

3.9 Restore Pavement Crosswalk Striping. Bid Item No. 8

- 1. METHOD OF MEASUREMENT. Measurement for Restore Pavement Crosswalk Striping shall not be measured.

- 2. BASIS OF PAYMENT. Payment for Restore Pavement Crosswalk Striping will be made at the contract lump sum bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: mobilization, permits and all other overhead costs; cleaning of the asphalt surface and preparation prior to paint application; traffic control; layout; furnishing and installation of all paint, templates and materials; and all other operations and materials required to complete this portion of the work as required herein and as shown on the drawings.

3.10 Furnish and Install 8" Diameter Culinary Waterline. Bid Items No. 9

- A. METHOD OF MEASUREMENT. Furnish and Install 8" Diameter Culinary Waterline shall be measured by the lineal foot along the center line of the pipe acceptably installed.

- B. BASIS OF PAYMENT. Payment for Furnish and Install 8" Diameter Culinary Waterline shall be paid for at the contract unit bid price as listed in the bidder's proposal. Payment shall be considered complete compensation for all labor, equipment, and materials, including but not limited to saw cutting, excavation, dewatering, shoring, furnishing and installing the pipe, and fittings; furnishing and installation of marking tape and tracer wire; furnishing and installation of the thrust blocks; furnish and installing of import pipe bedding, pipe zone and A1-a trench backfill material; backfilling, compaction, restoring all existing surface improvements, removal and disposal of excess excavated material, disinfection, cleaning, testing, traffic control, permits and all other operations, incidentals and costs required to complete this portion of the work.

The Contractor shall pothole all existing utilities prior to installation of the new culinary water pipe. Payment for potholing of all utilities, together with removal and replacement of the existing asphalt and waterway shall be paid separately under their respective Bid Item.

3.11 Furnish and Install Valves, Complete. Bid Items No. 10 and 11

- A. METHOD OF MEASUREMENT. Furnish and Install Valves, of the respective size and type, shall not be measured.

- B. BASIS OF PAYMENT. Payment for Furnish and Install Valves, Complete, shall be paid for at the contract unit bid price of the respective valve type and size, as listed in the bidder's proposal. Payment shall be considered complete compensation for all labor, equipment, and materials, including but not limited to saw cutting, excavation, dewatering, shoring, furnishing and installing the valve and fittings; furnishing and installation of marking tape and tracer wire; furnishing and installation of the thrust blocks; furnish and installing of import pipe bedding, pipe zone and A1-a trench backfill material; backfilling, compaction, restoring existing surface improvements; removal and disposal of excess excavated material, cleaning, testing, traffic control, and all other operations, incidentals and costs required to complete this portion of the work.

Payment for removal and replacement of the existing asphalt and waterway shall be paid separately under the respective Bid Item.

Payment for removal and replacement of the existing asphalt, curb & gutter and waterway shall be paid separately under the respective Bid Item.

3.12 Remove and Replace Existing Culinary Water Service Laterals with New 1" Dia. Laterals, Complete. Bid Item No. 12

- A. METHOD OF MEASUREMENT. Remove and Replace Existing Culinary Water Service Laterals with New 1" Dia. Laterals, Complete shall not be measured.

- B. BASIS OF PAYMENT. Payment for Remove and Replace Existing Culinary Water Service Laterals with New 1" Dia. Laterals, Complete will be made at the contract unit bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to saw cutting; removal and disposal of excess excavated materials, removal and disposal of the existing culinary water service lateral; furnishing and installing of the new service lateral, yoke, fittings, and meter can; connection to the existing private water lateral; furnish and installing of import pipe bedding, pipe zone and A1-a trench backfill material; backfilling, compaction, grading, testing, traffic control, restoring existing surface improvements; and all other operations, incidentals and costs required to complete this portion of the work.

Payment for removal and replacement of the existing asphalt and waterway shall be paid separately under the respective Bid Item.

3.13 Remove and Replace Existing Culinary Water Service Lateral with New 2" Dia. Lateral, Complete. Bid Item No. 13

- A. METHOD OF MEASUREMENT. Remove and Replace Existing Culinary Water Service Lateral with New 2" Dia. Lateral, Complete shall not be measured.

- B. BASIS OF PAYMENT. Payment for Remove and Replace Existing Culinary Water Service Lateral with New 2" Dia. Laterals, Complete will be made at the contract lump sum bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to saw cutting; removal and disposal of excess excavated materials; removal and disposal of the existing piping, valves and meter within the existing meter vault; cleaning of the existing meter vault and furnish and installation of new gravel (as required); furnishing and installing of the new service lateral, compound meter yoke, and fittings; connection to the existing private water lateral; furnish and installing of import pipe bedding, pipe zone and A1-a trench backfill material; backfilling, compaction, grading, testing, traffic control, restoring existing surface improvements; and all other operations, incidentals and costs required to complete this portion of the work.

Payment for removal and replacement of the existing asphalt shall be paid separately under the respective Bid Item.

3.14 Mainline Connections. Bid Items No. 14 and 15

- A. METHOD OF MEASUREMENT. Mainline Connections, of the respective size, shall not be measured.

- B. BASIS OF PAYMENT. Payment for mainline connections will be made at the contract unit bid price, of the respective size, listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to public notification; saw cutting, excavation and disposal of excavated materials, shoring, dewatering; furnish and installation of fittings (including megalug and concrete thrust block restraint); furnish and installing of import pipe bedding, pipe zone and A1-a trench backfill material; backfilling, compaction, restoring existing surface improvements, cleaning, disinfection, testing, traffic control, and all other operations, incidentals and costs required to complete this portion of the work. ***This item also includes the cost to cap and abandon both ends of the pipe to be abandoned at each mainline connection location.***

Payment for removal and replacement of the existing asphalt and waterway shall be paid separately under the respective Bid Items.

3.15 **Abandon Existing Water Valves. Bid Item No. 16**

- A. METHOD OF Measurement. Abandon Existing Water Valves shall not be measured.
- B. BASIS OF PAYMENT. Payment for Abandon Existing Water Valves will be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to: saw cutting, excavation, removal and off-site disposal of the existing concrete collar, valve box lid, and valve box extension; furnish and installation of sand or concrete to fill the remaining valve box void to the bottom of the proposed roadway subbase elevation; and all other operations, incidentals and costs required to complete this portion of the work.

Payment for removal and replacement of the existing asphalt and waterway shall be paid separately under the respective Bid Items.

3.16 **Remove and Replace Existing Fire Hydrant Assembly, Complete. Bid Item No. 17**

- A. METHOD OF MEASUREMENT. Remove and Replace Existing Fire Hydrant Assembly, Complete shall not be measured.
- B. BASIS OF PAYMENT. Payment for Remove and Replace Existing Fire Hydrant Assembly, Complete shall be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials, including but not limited to saw cutting, excavation and off-site disposal of all excavated materials, piping, valves, thrust blocks, hydrants, etc.; dewatering, shoring; furnish and installation of the new valve, hydrant, pipe, valve box and fittings (including megalug and concrete thrust block restraint), furnish and installing of import pipe bedding, pipe zone and A1-a trench backfill material, marking tape and tracer wire; compaction, disinfection, cleaning, testing, restoring existing surface, and all other operations, incidentals and costs required to complete this portion of the work. ***This item also includes the cost to remove and replace any curb and gutter, sidewalk, landscaping (as needed), and their full restoration at each location.***

Payment for removal and replacement of the existing asphalt shall be paid separately under the respective Bid Items.

3.17 **Bidder's Subscription**

The BIDDER acknowledges that:

1. The OWNER may elect to increase or decrease the estimated quantities of the base bid items indicated in the above table to reflect actual conditions encountered during pot holing of mainline utilities, installation of improvements, and based upon available budget; and,
2. Items noted as "As Approved by Engineer" are optional and will be awarded at the discretion of the ENGINEER and OWNER; and,

3. Unit quantities are estimates and will be field verified.

A. Date: 4/7/2026

B. Bidder's Signature: 

C. Please print Bidder's name here: Spencer Mitchell

D. Title: Project Manager / Estimator

END OF DOCUMENT

RETURN WITH BID DOCUMENTS

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DOCUMENT 00 43 36

PROPOSED SUBCONTRACTOR FORM

PART 1 GENERAL

1.1 BIDDER

A. Name: Spencer Mitchell

Address: 13331 S Redwood Road Riverton, Utah 84065

B. Telephone Number: 801-254-3524

C. Fax Number: 801-254-6469

1.2 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

200 West Waterline Replacement Project
(100 South to Vine Street)

PART 2 REPORT

2.1 SUBCONTRACTOR AND SUPPLIER REPORT

- A. Failure of the Bidder to specify a Subcontractor for any portion of the Work constitutes an agreement by the Bidder that the Bidder is fully qualified to perform that portion, and that Bidder shall perform that portion.
- B. Bidder will be fully responsible to OWNER for the acts and omissions of Subcontractors and Suppliers and of persons either directly or indirectly employed by them, as Bidder is for the acts and omissions of persons employed by Bidder directly.
- C. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor or Supplier and the OWNER. Bidder agrees each subcontract with Bidder's Subcontractor will disclaim any third party or direct relationship between OWNER and any Subcontractor or Supplier.
- D. The names and addresses of the Subcontractors and Suppliers who will work under the terms of the Contract Documents and the estimated dollar amount

REVISION WITH BID DOCUMENTS

of each subcontract (in excess of 2 percent of the Bid sum) are set forth as follows.

1. Name of Sub-Contractor: American Testing
Extent of Work: QC Testing

2. Name of Sub-Contractor: RoadSafe
Extent of Work: Traffic Control


3. Name of Sub-Contractor: _____
Extent of Work: _____

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Bidder executes this Subcontractor and Supplier report and declares it to be a supplement to the Bid and in effect as of 4/7/2026,
_____.

3.2 BIDDER'S SUBSCRIPTION

- A. Bidder's signature: 

- B. Please print Bidder's name here: Spencer Mitchell

- C. Title: Project Manager / Estimator

END OF DOCUMENT

DOCUMENT 00 43 37

WORK UNDER CONTRACT REPORT

PART 1 GENERAL

1.1 BIDDER

- A. Name: Newman Construction
- B. Address: 13331 S Redwood Road Riverton, Utah 84065
- C. Telephone number: 801-254-3524

1.2 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

200 West Waterline Replacement Project
(100 South to Vine Street)

PART 2 REPORT

2.1 STATUS OF WORK UNDER CONTRACT

- A. The completion and submission to OWNER of the following information by Bidder is required within 7 calendar days after ENGINEER's request per Article 3.1 of the Instructions to Bidders (Document 00 21 13). OWNER may declare Bidder non-responsive if this report is not submitted on time.
- B. The successful Bidder is required to notify OWNER in writing of any new contracts awarded before the execution of the Construction Contract.

Status of Work Under Contract:

Project Name: Magna Zone 3 Reservoir
Client: Magna Water District
Description: Secondary Waterline and Reservoir
Contact Name: Don Olsen
Contact Phone: _____
Contact Email: dolsen@epicengineering.com

Project Name: 4275 S Waterline
Client: Ogden City
Description: Waterline
Contact Name: Blake Wilcox
Contact Phone: 385-206-2766w
Contact Email: _____

Project Name: TBID 1130 W Waterline
Client: Taylorville Bennion Improvement District
Description: Waterline
Contact Name: Tammy North
Contact Phone: _____
Contact Email: 801-968-9081

Project Name: Orem Booster Pumpstation and Wellhouse 10
Client: Orem city
Description: Booster Pumpstation and Wellhouse with Roadway
Contact Name: Braden Vance
Contact Phone: 385-250-9043
Contact Email: _____

Project Name: 6000 W Roadway Project
Client: Herriman City
Description: Roadway and Utility Project
Contact Name: Nathan Cherpeski
Contact Phone: _____
Contact Email: _____

Project Name: _____
Client: _____
Description: _____
Contact Name: _____
Contact Phone: _____
Contact Email: _____

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Bidder executes this status report and declares it to be a supplement to the Bid and in effect as of 4th of April, 2026.

3.2 **BIDDER'S SUBSCRIPTION**

- A. Bidder's Signature: *Spencer Mitchell*
- B. Please print Bidder's name here: Spencer Mitchell
- C. Title: Project Manager / Estimator

END OF DOCUMENT

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DOCUMENT 00 43 38
BIDDER STATUS REPORT

PART 1 GENERAL

1.1 BIDDER

- A. Name: Newman Construction
- B. Address: 13331 S Redwood Road Riverton, Utah 84065

- C. Telephone number: 801-254-3524

1.2 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as
- 200 West Waterline Replacement Project**
(100 South to Vine Street)

PART 2 REPORT

2.1 BIDDER STATUS REPORT

- A. Bidder affirms the following information is true and correct.
1. Number of employees: 120
 2. Bidder's firm is: (check the following as applicable)
 - Independently owned and operated.
 - An affiliate of*
 - A subsidiary of*
 - A division of*
 - A business with gross revenue in excess of \$ 65,000,000
 - A business with gross revenue below \$ _____

* PARENT COMPANY:

Name: Newman Construction

Address: 13331 S Redwood Road Riverton, Utah 84065

Telephone Number: 801-254-3524


Facsimile Number: 801-254-6469

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Bidder executes this status report and declares it to be a supplement to the Bid and in effect as of April 7, 2026.

3.2 BIDDER'S SUBSCRIPTION

- A. Bidder's Signature: 
- B. Please print Bidder's name here: Spencer Mitchell
- C. Title: Project Manager / Estimator

END OF DOCUMENT

SECTION 00 45 37

EMPLOYMENT STATUS VERIFICATION AFFIDAVIT

STATE OF UTAH

COUNTY OF Salt Lake

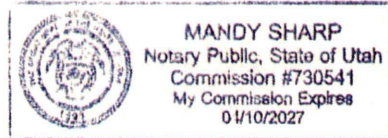
BEFORE ME, the undersigned authority, personally came and appeared, Spencer Mitchell, (Affiant) who after being duly sworn, deposed and said that he/she is the fully authorized Manager of Newman Construction (Entity), the party who submitted a bid to Tooele City Corporation for the **200 West Waterline Replacement Project** (100 South to Vine Street), state the following:

1. Entity is registered with, and participates in a status verification system to verify that all employees in the State of Utah are legal citizens of the United States, or are legal aliens in accordance with State and Federal Law; and,
2. Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Utah; and,
3. Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2), above.

Signature of Affiant: *Spencer Mitchell*

Sworn to and Subscribed Before Me on this 7 Day of April, 2026.

Mandy Sharp
NOTARY PUBLIC



END OF DOCUMENT

STATE OF UTAH DEPARTMENT OF COMMERCE ACTIVE LICENSE Newman Construction, Inc. 13331 S 1700 W RIVERTON UT 84065 EFFECTIVE 11/30/2011	EXPIRATION 11/30/2027	REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S) 268863-5501 Contractor With LRF B100, E100 DBAs:
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IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

NEWMAN CONSTRUCTION, INC.
 13331 S 1700 W
 RIVERTON UT 84065

Please visit our web site at
www.dopl.utah.gov should you have any
 questions in the future.

STATE OF UTAH DEPARTMENT OF COMMERCE DIVISION OF PROFESSIONAL LICENSING ACTIVE LICENSE			
EFFECTIVE DATE:	11/30/2011		
EXPIRATION DATE:	11/30/2027		
ISSUED TO:	Newman Construction, Inc. 13331 S 1700 W RIVERTON UT 84065		
REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)			
268863-5501	Contractor With LRF	DBAs:	
B100, E100			