TOOELE CITY CORPORATION

RESOLUTION 2026-80

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CHANGE ORDER TO THE AGREEMENT WITH JUDGE NETTING MOUNTAIN WEST FOR THE OQUIRRH HILLS GOLF COURSE NETTING REPLACEMENT PROJECT.

WHEREAS, Tooele City owns and operates Oquirrh Hills Golf Course (the "Golf Course"); and,

WHEREAS, in order to ensure and improve public safety in the area at and near the Golf Course, the City has installed safety netting systems; and,

WHEREAS, due to a weather event, several pieces of equipment needed repair and replacement, including seventeen wooden poles recently replaced by PacifiCorp, d/b/a Rocky Mountain Power; and,

WHEREAS, on August 5, 2026, the City Council approved Resolution 2026-53, approving and ratifying an agreement with Judge Netting Mountain West for the installation of golf course netting on seventeen newly installed wooden poles at the Golf Course (the "Project"); and,

WHEREAS, the City desires to continue the Project, to include removal of three broken/rotted poles, installation of new poles, reattachment of hardware, cables, and netting, and other related work ("Phase II"), and desires to sole-source the work on Phase II to Judge Netting Mountain West, as a Change Order to the Project, for several reasons:

- Judge Netting Mountain West is the exclusive source capable of matching and integrating with the existing specialized netting system infrastructure at the Golf Course;
- Awarding the change order to Judge Netting Mountain West for Phase II will maintain the project consistency and standard received with the Project.
- The City desires the same product standard for Phase II.
- The Change Order will maximize efficiency in completion of and cost savings to the City.

WHEREAS, Section VIII of the Tooele City Purchasing Policies and Procedures provides for the approval of change orders, as follows:

> VIII. CHANGE ORDERS. The City recognizes that change orders are a normal component of the procurement process...
>
> A. Modifications to approved contracts shall be deemed change orders when the Mayor and Purchasing Agent determine that: 1. The modification is related in some manner to the same or similar project approved in the contract, and 2. Treating the modification as a change order would maximize efficiency in completion of and cost savings to the City.

B. Change Order approval process: ... 2. Individual change orders $30,000 and above shall be approved by the Mayor and City Council after consultation with the responsible department head...provided the change order is within the approved project budget.

WHEREAS, using Judge Netting Mountain West for Phase II will "maximize efficiency in completion of and cost savings to the City for the Project"; and,

WHEREAS, the work for Phase II is similar and related to the work completed for the Project, and is therefore a "similar project"; and,

WHEREAS, Judge Netting Mountain West has submitted a change order cost proposal of $62,800.00 for Phase II, reflected in the change order agreement attached as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby approves a change order to the Project with Judge Netting Mountain West, in the amount of $62,800.00, for completion of Phase II.

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 4th day of November, 2026.

TOOELE CITY COUNCIL

(For) (Against)

Melodi Gochis

Justin Brady

D. McCall

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

ATTEST:

Shilo Baker, City Recorder

SEAL

Approved as to Form:

Matthew C. Johnson, City Attorney

EXHIBIT A

Judge Netting Mountain West
Change Order Agreement Form

Tooele City
Est. 1853

AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and **Judge Netting Mountain West** of **5037 South 2700 West, Roy, UT 84067**, enter into this Agreement on the **4** day of **November, 2026** (the "Effective Date").

Now, therefore, in consideration of the promises contained in this Agreement, the City and the Contractor agree to the following:

Oquirrh Hills Golf Course 1255 West Vine Street, Tooele, UT 84074
Oquirrh Hills Golf Course Netting Replacement Project CHANGE ORDER

1. Services (Scope of Work). The Contractor shall provide the following services to the City:

   - Replacement of 3 Poles on West Side of the driving Range.
   - Three (3) of the poles are Seventy-foot (70) feet tall H2 Class, Poles provided by owner
   - Poles #10, #12 are broken, and #13is rotted at the base
   - Take down sections of netting, and removal of broken/rotted poles.
   - Install all three new poles
   - Re-Install existing hardware and cables, replace ant broken unusable hardware with new.
   - Reattach netting to new poles.
   - Install 12" Baseboard on West side of the range, (800 L/F)
   - Contractor is responsible for job site safety, proper containment of work area and equipment

2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor's performance of the Services.

3. Compensation.
   a. Rate. The City shall pay the Contractor the sum of **$62,800.00** for fully performing the Services, pursuant to invoice.
   b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
   c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.

4. Term of Agreement. Contractor shall fully perform the Services by **January 31, ~~2026~~ 2027.**

5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.

6. Indemnification and Insurance.
   a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least $1,000,000. Contractor shall name the City, its agents, officers, employees, and independent contractors as additional insureds for all liability arising from this Agreement. Contractor shall require that all of its subcontractors name the City, its agents, officers, employees, and independent contractors as additional insureds on endorsements issued under their respective liability insurance policies, for all liability arising from this Agreement.
   b. Contractor Indemnification. Contractor shall indemnify, defend, and hold harmless the City, and its agents, officers, employees, and independent contractors, from and against all lawsuits, claims, damages, losses, or expenses (including attorney's fees) arising out of or related to this Agreement.

c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.

d. Performance and Payment Bonds. Contractor shall obtain performance and payment bonds in form amount sufficient to the City.

e. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, workers compensation insurance or exclusion, and payment and performance bonds to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence required under this section.

f. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.

g. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.

h. Governmental Immunity. The City is a governmental entity subject to the Utah Governmental Immunity Act ("Act"; U.C.A. Chapter 63G-7), and does not waive any procedural or substantive defense or benefit provided by the Act or by comparative legislative enactment, including UCA §63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this agreement are expressly limited to the amounts identified in the Act.

7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.

8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.

9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOOELE CITY CORPORATION

_____
Maresa Manzione, Tooele City Mayor

Attest:

_____
Shilo Baker, Tooele City Recorder

SEAL

CONTRACTOR

_____
Signature
Print Name/Title:_____
Approved as to form:

_____
Matthew C. Johnson, Tooele City Attorney

(Revised 08/14/2025)

UTAH RETIREMENT SYSTEMS
POST-EMPLOYMENT/POST-RETIREMENT
RESTRICTIONS ACT CERTIFICATION & RELEASE

Tooele City is a Utah Retirement System (URS) participating agency. As a participating agency, post-retirement employment/vendor/contractor rules apply. Post-retirement employment means returning to work either on our payroll or as a vendor/contractor for a URS participating employer following your retirement date with the Utah Retirement Systems. Different standards apply depending on whether you return to work within one year or after one year from your retirement date with URS.

You must separate from employment (including part-time and vendor/contractor arrangements) with any participating employer for one year following your retirement date with URS, unless eligible exclusions apply.

You are responsible for understanding post-retirement employment rules and ensuring there is no violation of such rules by providing services to Tooele City Corporation. **If you have any questions, call the URS office at 801-366-7770 or 800-695-4877 before you begin any work for or provide any services to Tooele City.**

CHECK APPLICABLE BOX:

□ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

[State law requires that the City, through Human Resources, provide such information to URS.]

As a condition of doing business with Tooele City, you hereby accept responsibility and waive all claims of joint liability against Tooele City for any violations of the URS post-retirement re-employment/ vendor/contractor rules.

_____ _____

Contractor Signature Date