

TOOELE CITY CORPORATION

RESOLUTION 2026-48

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

WHEREAS, Tooele City finds it necessary to replace waterline in the area near Henwood Drive (in the area of 500 North and 300 West) in Tooele City; and,

WHEREAS, on April 15, 2026, the City Council approved Resolution 2026-22, approving an agreement with Newman Construction, LLC, for the 200 West Waterline Replacement Project ("200 West Project"); and,

WHEREAS, the City solicited public bids for construction of the Project in accordance with the procedures of §11-39-101 *et seq.*, Utah Code Annotated, and the Tooele City Purchasing Policies and Procedures; and,

WHEREAS, the City desires to continue the waterline replacement project, to include the area near 500 North and 300 West ("Henwood Phase"), and desires to sole-source the work on the Henwood Phase to Newman Construction as a Change Order No. 1 to the 200 West Project, for several reasons:

- Newman Construction was the lowest responsible responsive bidder for the first phase of the Project.
- Awarding the change order to Newman Construction for the Henwood Phase will maintain the project consistency and standard received with the 200 West Project.
- The City desires the same product standard for the Henwood Phase.
- 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 Newman Construction for the Henwood Phase will “maximize efficiency in completion of and cost savings to the City for the Project”; and,

WHEREAS, the work for the Henwood Phase is similar and related to the work completed for the initial phase of the 200 West Project, and is therefore a “similar project”; and,

WHEREAS, Newman Construction has submitted a change order cost proposal of \$264,289.00 for the Henwood Phase (see Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby approves Change Order No. 1 with Newman Construction, LLC, a change order to the 200 West Waterline Replacement Project agreement, in the amount of \$264,289.00, for construction of the Henwood Phase.

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 July, 2026.

TOOELE CITY COUNCIL

(For)

(Against)



Melodi Boekes

Justin Brady

Glenn & Ann

DK McCall

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)



ATTEST:

Shilo Baker
Shilo Baker, City Recorder

SEAL



Approved as to Form:



Matthew C. Johnson, Tooele City Attorney

EXHIBIT A

Newman Construction, LLC,
Change Order Cost Proposal



CONTRACT PROPOSAL

13331 So. Redwood Rd. • Riverton, Utah 84065 • Phone 254-3524 • Fax 254-6469

Excavation • Demolition • Pipeline

DATE: 7/1/2026 JOB NAME: 300 WEST TO 500 NORTH WAT
SUBMITTED TO: TOOELE CITY ADDRESS: 500 N 300 W, TOOELE
PHONE: 801-618-6145 ESTIMATED START DATE:
CONTACT: KYAN HOLT

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
<u>GENERAL</u>					
10	MOBILIZATION	1	LS	\$ 20,700.00	\$ 20,700.00
20	POTHOLE EXISTING UTILITIES	1	LS	\$ 2,700.00	\$ 2,700.00
<u>DEMOLITION</u>					
30	DEMO AND DISPOSE OF EXISITNG ASPHALT	9,030	SF	\$ 0.80	\$ 7,224.00
40	DEMO AND DISPOSE OF EXISITNG CONCRETE WATERWAY	170	SF	\$ 20.00	\$ 3,400.00
<u>ROADWAY IMPROVEMENTS</u>					
50	INSTALL 4" ASPHALT AND 8" BASE	9,030	SF	\$ 6.00	\$ 54,180.00
60	INSTALL CONCRETE WATERWAY AND BASE	170	SF	\$ 40.00	\$ 6,800.00
70	INSTALL CONCRETE COLLARS FOR GATE VALVES	9	EA	\$ 555.00	\$ 4,995.00
<u>UTILITIES</u>					
80	INSTALL 8" C900	1,134	LF	\$ 85.00	\$ 96,390.00
90	INSTALL 8" GATE VALVE	5	EA	\$ 2,900.00	\$ 14,500.00
100	INSTALL HYDRANT COMPLETE ASSEMBLY	4	EA	\$ 11,000.00	\$ 44,000.00
110	INSTALL TIE TO EXISTING WATER	1	EA	\$ 9,400.00	\$ 9,400.00
<u>TOTAL</u>					\$ 264,289.00
NOTES: ACTUAL QUANTITIES INSTALLED WILL BE BILLED. PROJECT SCHEDULE RELIES ON AVAILABILITY OF MATERIALS, NOT RESPONSIBLE FOR ANY ASSOCIATED SCHEDULE DELAYS. THIS PROPOSAL MUST BECOME PART OF ANY CONTRACT, THIS PROPOSAL IS THE SCOPE OF WORK.					

BID IS: ☒ Unit Price (actual measured upon completion)

☐ Lump Sum

We hereby propose to do the outlined items of work, subject to all terms and conditions as set forth herein. All materials used are guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications which will involve extra costs will be executed only upon written orders and will become an extra charge over and above this estimate. All agreements are contingent upon strikes, accidents, weather, or other foreseen delays beyond our control. Agreement may be withdrawn if not accepted within 30 days. IN ORDER TO BE PUT ON THE WORK SCHEDULE, WE MUST RECEIVE A SIGNED COPY OF THIS PROPOSAL.

CLAUSE: Solid formations or buried structures will be renegotiated, or billed at T&E rates. Excessive delays beyond our control may be billed at T&E rates.

BY NEWMAN CONSTRUCTION: _____

DATE: _____

ACCEPTANCE: The above prices, specifications and conditions are accepted. You are authorized to do the work as specified. Payment will be made as outlined.

PAYMENT IS TO BE MADE AS FOLLOWS (NO CREDIT CARDS): All accounts due by 10th of month following date of invoice. In the event payment is not made by due date, I/We agree to pay all attorney's fee's, court costs, including charges or commissions up to 50 percent that may be assessed to us by an outside collection agency or attorney who has been retained to pursue this matter. I/We agree to pay interest at the rate of 2 percent per month (24 percent per year).

SIGNATURE & TITLE:

DATE: