



State of Utah

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Lieutenant Governor

Department of Health & Human Services

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Executive Director

NATE CHECKETTS
Deputy Director

DR. MICHELLE HOFMANN
Executive Medical Director

DAVID LITVACK
Deputy Director

NATE WINTERS
Deputy Director

Date: January 15th, 2026

To: Nate Winters, DHHS Deputy Director

From: Brody Wilson, Financial Manager 1, Division of Finance & Administration

RE: Center Street Leak

Please see the attached information regarding an estimated **\$10,420** to dig up asphalt to gain access and fix water and steam leak on soft water line.

On 1/2/2026, Utah State Hospital Utilities Department located a leak on the soft water line underneath Center Street where the crosswalk runs between the Payne Building and Rampton 1. There is currently a sump pump that is pumping water into a storm drain. If that pump fails, water will fill the tunnel and the insulation on the steam line would come off and that could end up heating the water to boiling temperatures, making it extremely dangerous for anyone working on it.

A past situation happened in a previous tunnel which ended up burning two employees. Also, with the leak being underneath the road, it makes it susceptible to a potential road collapse which brings in a different safety issue.

This emergency procurement form is requesting approval to work with Johnson & Phillips to dig up asphalt, fix water and steam leak on the soft water line.

Attachments:

- Emergency Procurement Form
- Email notification of Emergency Procurement
- Quote #1
- Quote #2
- Purchase Order

Approval of this Emergency Procurement,

[Nate Winters \(Jan 23, 2026 11:43:51 MST\)](#)

Nate Winters, DHHS Deputy Director

On behalf of Department Executive Director's Office

Please complete and send with any additional supporting documentation to DHHSFinance@utah.gov.

Related: FIACCT 04-10.00; Utah Administrative Code 63G-6a-803 and Administrative Rule R33-8-401

Department contact name and title:	Brad Cox/ Purchasing Agent III
Date emergency occurred or began:	Noticed January 2nd 2026
Date DHHS Office of Finance notified:	January 14th 2026
Vendor name:	Johnston & Phillips
Total estimated cost:	\$10,420.00

Description of the specific emergency that necessitated the emergency procurement: To dig up asphalt to gain access and fix water and stream leak on soft water line in access Tunnels located under Center Street Main Road. And Repair asphalt.

Basis for the selection of the procurement item or service. What if any steps were taken to ensure that the procurement was made with as much competition as reasonably Practicable. (phone quotes, internet quotes):

Checked for multiple State Contract vendor to do the job, Found no specific Contract available. Contacted two known companies for quotes on project. Obtained two written quotes for the service. Johnston & Phillips has Cheapest Quote and quickest availability for repair.

Name of the highest ranking government official who approved the emergency procurement:

Jacob Tolley

Was a written contract issued for this emergency procurement?

If Yes, attach the contract.

EDO or LPD ratification: _____



Brad Cox (DHHS) <bcox@utah.gov>

Center Street leak

1 message

Geoff Seastrand (DHHS) <geseastrand@utah.gov>

Wed, Jan 14, 2026 at 10:11 AM

To: "Brad Cox (DHHS)" <bcox@utah.gov>, Mark Mellor DHS <mlmellor@utah.gov>, "Todd Smith (DHS)"

<tmsmith@utah.gov>

Emergency Justification- The Utah State Hospital Utilities Department has located a leak on the soft water line underneath Center Street where the crosswalk is running between The Payne Building and Rampton 1. It is running down and into the Center Street tunnel.

Currently there is a sump pump in that tunnel pumping the water into a storm drain, if that pump were to fail and water were to feel the tunnel a dangerous situation would be created where the insulation on the steam line would come off and the steam main running through that tunnel could heat the water to boiling temperatures, making it extremely hazardous to anybody attempting to work on it. This same situation happened in a tunnel near Rampton cafeteria and 2 employees were burned trying to pump the boiling water out of a steam tunnel that had no sump. A sump has since been installed in that tunnel.

The leak being underneath the road also makes the road collapsing a possibility, which obviously makes a separate safety issue for people traveling up Center Street in their vehicles or on foot.

Also being a soft water line, we have seen a drastic increase in salt we are having to purchase to make soft water. It would certainly be financially beneficial to have repairs done ASAP for this reason.

-Geoff Seastrand-
Utilities Supervisor
Utah State Hospital
geseastrand@utah.gov
(801)344-4743

***** IMPORTANT MESSAGE *****

This message, including any attachments, may contain confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, delete this message, including from trash, and notify me by telephone or email.

If you are not the intended recipient, any distributions or copying of this message, or the taking of any action based on its content is strictly prohibited.



JOHNSTON & PHILLIPS
 251 West 1600 South
 Springville, UT 84663

Estimate

To:
Utah State Hospital Skip Worwood

PROJECT NAME
Center Street Water Leak

Johnston and Phillips Inc. may withdraw this proposal, unless written acceptance is received from buyer within 15 days of proposal

Bid Proposal Estimator: Ryan Johnston 801-420-6565

[Email: rjohnston@johnstonphillips.com](mailto:rjohnston@johnstonphillips.com)

	DESCRIPTION	UNITS	QUANTITY	UNIT COST	AMOUNT
1	Mobilization	LS	1	\$ 1,500.00	\$ 1,500.00
2	Traffic Control (Road Closure on Eastbound	LS	1	\$ 1,200.00	\$ 1,200.00
3	Saw Cut Asphalt	LF	32	\$ 10.00	\$ 320.00
4	Removal Aspahl	SF	65	\$ 15.00	\$ 975.00
5	Excavate area to expose water Line	LS	1	\$ 3,500.00	\$ 3,500.00
6	Road Restoration 4" Asphalt 8" Roadase (Asphalt availabilty for winter)	SF	65	\$ 45.00	\$ 2,925.00

THANK YOU FOR YOUR BUSINESS	TOTAL	\$ 10,420.00
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Notes:

Prices DO NOT include any of the following along with any other unforesee itmes.

Any cost associated with repairing the water line. All related work costs will be determined after leak is found.

All work will to be accomplished durnig normal work hours. Ashalt patch is subject to asphalt availability.

Prices does not include any import or export of excavated material. Will be determined when work begins.

Prices do not include any concrete removal or replacement of any kind.

****BID AND WORK CONTRACT****

In consideration of the mutual promises set forth herein, Johnston and Phillips Inc., with principal offices located at 251 West 1600 South, Springville, Utah and the undersigned, whose full name address appear above, (hereinafter referred to as "Buyer") hereby

1. **DESCRIPTON OF WORK:** Johnston and Phillips Inc. will furnish the described materials to the job site designated above and provide the described labor (the material and the labor collectively hereinafter referred to as "the work"): *To the extent the described work is detailed in Plans and Specifications, such must be provided to Johnston and Phillips Inc. before the contract is negotiated. Any changes to the original Plans and Specifications used to prepare this contract may necessitate a change in the contract price and Buyer hereby agrees to execute all necessary change orders outlining the changed work and prices as submitted

2. **CONTRACT PRICE:** To the extent that the above is specified as a unit of square foot price, it is agreed that the number of units of squared feet indicated is an approximation. Johnston and Phillips Inc. shall be paid for the actual number of units or square feet completed as determined by field measurements.

3. TERMS OF PAYMENT: Buyer shall pay Johnston and Phillips Inc. in full at Johnston and Phillips Inc. office within fifteen (15) days following the date of Johnston and Phillips Inc. Invoices, without retention regardless of the final completion date of the work. In the event that payment is not made to Johnston and Phillips Inc. as provided herein, Johnston and Phillips Inc. shall be entitled to all of its costs, including attorney's fees and lien fees, in connection with the enforcement of its rights under this contract, which interest shall accrue at the rate of 18% per annum (1 ½. % per month) from the date payment is due until payment is received by Johnston and Phillips Inc., whether before or after judgment.

4. CLAIMS OF DEFECTS: Written notice of any alleged claim or defect must be given to Johnston and Phillips Inc. at its address shown above not later than five (5) days after the completion of the work under this contract by Johnston and Phillips Inc. Failure to give written notice as herein provided shall be and constitute a waiver of any such alleged defects or claims. Johnston and Phillips Inc. sole and exclusive liability shall be to repair, replace or upon mutual agreement to credit Buyer's account for defective material. If repair or replacement is made, Johnston and Phillips Inc. shall have a reasonable time to make such repair or

5. PROSECUTION OF WORK: It is contemplated by the parties that the work specified in this contract shall be completed by this date: REGULAR WORKING SEASON 2026. At its option, Johnston and Phillips Inc. may decline to perform any part of the work which, through no fault of Johnston and Phillips Inc., is to be completed beyond this date. In addition, Johnston and Phillips Inc. shall not be responsible for any delays in performing the work due to labor disputes, weather, to the extent reasonably possible, Johnston and Phillips Inc. shall complete the work at the next available opportunity. In the event Johnston and Phillips Inc. elects not to perform any further work beyond the above specified date pursuant to the terms provided herein, Johnston and Phillips Inc. shall be paid for all work performed prior to the said date and shall otherwise be fully relieved of all of its duties and responsibilities

6. PROPERTY DAMAGE: Buyer shall be responsible to direct Johnston and Phillips Inc. employees as to proper ingress and egress of the property. To the extent that such direction is followed or that no direction is given, Johnston and Phillips Inc. shall not be responsible for any damage to the property where the work is being performed, including damage to curbs, gutters and sidewalks.

7. MISCELLANEOUS:

A. No cost for bonds, licenses, fees, testing, engineering are included in this contract unless specifically indicated in the description of

B. Buyer specifically represents and warrants that either Buyer is the owner of the Premises where the work is to be performed, or, in the alternative, Buyer has written authorization from the owner for the Premises authorizing the work to be performed on the said Premises

C. Johnston and Phillips Inc. assumes no risk for non-disclosed or unforeseen conditions of the project site, including but not limited to, hazardous waste, soft subgrade or water table problems.

D. This contract is the entire agreement of the parties and no changes or additions to this contract shall be made except in writing signed by both parties.

E. This contract shall be construed in accordance with the laws of the State of Utah.

F. This contract shall be binding on the heirs, successors or assigns of the parties hereto.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Johnston and Phillips Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Ryan Johnston 801-420-6565 rjohnston@johnstonphillips.com</p>
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Utah License No. 247109-5501

Date: 1/8/2026
To: Utah State Hospital
Attn: Skip Worwood
Subject: Underground Condensate or Soft Water Repair
Dear: Skip

We appreciate the opportunity of bidding with you on this project. Our price includes the following.

Standard Inclusions

1. Submittals
2. Project Coordination
3. Safety Monitoring
4. System Commissioning
5. Warranty (12 months)

Job specific inclusions

1. Excavate area to inspect damaged piping
2. Remove Waste and Debris
3. Remove section of leaking pipe
4. Replace with new pipe
5. Replace Insulation
6. Backfill
7. Patch Sidewalk and Pavement

We have excluded the following.

1. Temperature controls complete
2. HVAC complete
3. Asbestos abatement
4. Electrical wiring, starters, & disconnects
5. Bond premium
6. Roof patching
7. Site utilities
8. Fire protection
9. Test and Balance
10. Concrete housekeeping pads

Our price to perform the work as outlined above is **\$ 58,000.00**

If you have any questions regarding this matter, please give me a call.

Sincerely,

Mason Ellis
385-454-8456

Given the uncertainty with potential Tariffs driving potential supply chain disruption, and to protect ourselves from potential supply chain shortages and inflationary pricing, we must disclose these certain Terms and Conditions.

Notwithstanding any other provision of this Agreement, Customer acknowledges that materials are subject to price escalation and/or commercial unavailability at any time after execution of this Agreement due to, without limitation, natural disasters or other acts of God, governmental actions, tariffs, war, terrorism, domestic or international market supply, or any other causes beyond the control of Contractor. In the event of price escalation for materials, the Contract Sum shall be increased by Change Order by the demonstrated difference between the Contractor's actual cost of the material and the cost originally estimated by Contractor. If any materials become commercially unavailable, then Contractor shall be entitled to an extension of the Contract Time for the period of such unavailability.



Utah Department of
Health & Human Services
 Utah State Hospital

PO Number: **26-135340**

NOTE: THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND PACKING LISTS.

1300 East Center St. Provo, UT 84606
 P.O. Box 270 Provo, UT 84603
 (801) 344-4400
 Tax Exempt Number: 11736850-092-STC

PURCHASE ORDER

TO **Johnston & Phillips**
PO Box 931
Springville UT 84663

Purchase Type: Non-Contract

Vendor Number: **81835A**
 Department: 3903-6175-BD01 / Capital One Time

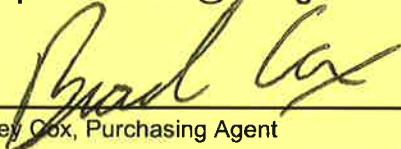
Requestor:
 Seastrand, Geoffrey

QTY	UNIT	DESCRIPTION	ITEM NUMBER	UNIT PRICE	TOTAL
1	ea	Cut up pavement, fix soft water leak under ground, replace pavement		10420.00	10420.00
GRAND TOTAL					10,420.00

Customer Number:

- VENDOR:
1. ALL ORDERS F.O.B. UTAH STATE HOSPITAL, 1300 E CENTER ST. PROVO UT 84606.
 2. ALL PACKAGING SLIPS AND INVOICES MUST BE MARKED WITH P.O. NUMBER.
 3. MAKE DELIVERY TO WAREHOUSE AT UTAH STATE HOSPITAL, BETWEEN 8:00AM AND 4:00PM MONDAY THROUGH FRIDAY, EXCEPT STATE HOLIDAYS.
 4. SEND A COPY OF YOUR INVOICE WITH THE ORIGINAL BILL OF LADING.
 5. ACKNOWLEDGE PROMPTLY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY THE DATE SPECIFIED.

PLEASE SEND ALL ELECTRONIC INVOICES TO: statehospitalinvoices@utah.gov



 Bradley Cox, Purchasing Agent

Purchasing Agent Phone: (801) 344-4296
 Purchasing Agent Fax: (801) 344-4225