



CITY COUNCIL MEETING

Thursday, October 16, 2025 at 6:30 PM
Council Chambers, 60 West Main, Hyrum, Utah

AGENDA

Public notice is hereby given of a Hyrum City Council Meeting to be held in the Council Chambers, 60 West Main, Hyrum, Utah at 6:30 PM, October 16, 2025. The proposed agenda is as follows:

1. **ROLL CALL**
2. **CALL TO ORDER**
3. **WELCOME**
4. **PLEDGE OF ALLEGIANCE**
5. **INVOCATION**
6. **APPROVAL OF MINUTES**
7. **AGENDA ADOPTION**
8. **PUBLIC COMMENT**
9. **SCHEDULED DELEGATIONS**
 - A. **Brian Carver, J.U.B. Engineering** - To report on Hyrum City's General Plan Open House and Survey.
10. **INTRODUCTION AND APPROVAL OF RESOLUTIONS AND ORDINANCES**
 - A. [Resolution 25-26 - A resolution setting Commercial Sewer Service Rates with a Lift Station.](#)
11. **OTHER BUSINESS**
 - A. Discussion on setting a limit on the number of cats allowed per household.
 - B. [Consideration and approval an Inter-City Sewage Treatment Service Agreement between Hyrum City and Millville City.](#)
 - C. Consideration and appointment of Youth Council Advisors.
 - D. Consideration and approval of amendments to the Inter-City Sewage Treatment Service Agreement with Millville City.
 - E. [Consideration and award of bid for the Elite Hall Addition.](#)
 - F. [Consideration and award of bid for 200 East Sidewalk Project.](#)

- G. [Consideration and approval of Privacy Policy Statement for Hyrum City's Website.](#)
- H. [Budget Report.](#)
- I. Mayor and City Council reports.

12. ADJOURNMENT

Stephanie Fricke
City Recorder

Council Members may participate in the meeting via telephonic communication. If a Council Member does participate via telephonic communication, the Council Member will be on speakerphone. The speakerphone will be amplified so that the other Council Members and all other persons present in the Council Chambers will be able to hear all discussions. In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Hyrum City at 435-245-6033 at least three working days before the meeting.

CERTIFICATE OF POSTING - The undersigned, duly appointed and acting City Recorder of Hyrum City, Utah, does hereby certify that a copy of the foregoing Notice was emailed to The Herald Journal, Logan, Utah, posted on the Utah Public Notice Website and Hyrum City's Website, provided to each member of the governing body, and posted at the City Offices, 60 West Main, Hyrum, Utah, this **10th day of October, 2025**. Stephanie Fricke, MMC, City Recorder.

RESOLUTION 25-26

A RESOLUTION SETTING COMMERCIAL SEWER SERVICE RATES WITH A LIFT STATION.

WHEREAS, on January 6, 1994, the Hyrum City Council passed and posted an ordinance adopting the "Hyrum City Municipal Code", a recodification of municipal ordinances encompassing the "Revised Ordinances of Hyrum City" and ordinances adopted through July 15, 1993; and

WHEREAS, Title 13 of the Hyrum City Municipal Code sets forth regulations governing municipal utility services; and

WHEREAS, Chapter 13.12, Section 13.12.030, of the Hyrum City Municipal Code, authorizes periodic adjustments to municipal sewer system rates by resolution of the governing body; and

WHEREAS, the Hyrum City Council authorized the issuance and sale of \$3,000,000 taxable sewer revenue bonds to remodel the wastewater treatment plant; and

WHEREAS, Hyrum City is obligated to repay the State of Utah Division of Water Quality Board an annual assessment for a period of 40 years; and

WHEREAS, on May 2, 2024 the Hyrum City Council approved Resolution 24-15 Setting Sewer Service Rates; and

WHEREAS, Hyrum City currently has a Commercial Utility Account that requires a Sewer Lift Station; and

WHEREAS, Cache County is a Commercial Utility Account that requires a sewer lift station; and

WHEREAS, Hyrum City currently does not have a Commercial Sewer Lift Station service rate; and

WHEREAS, City Staff has reviewed costs of services for Cache County's Lift Station including: Personnel, Weekly Audits, Yearly Audit; Pump Replacement, Pump Out Wet Well Costs, etc.; and

WHEREAS, Hyrum City does not provide power nor backup power to Cache County's lift station and therefore no costs associated with power is included in the proposed rate; and

WHEREAS, upon recommendation by the Mayor and City Staff after careful consideration and review of the financial requirements of the municipal sewer system, have found it to be both necessary and

proper to set a monthly rate for Commercial Sewer Service with a Lift Station.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hyrum City, Cache County, State of Utah, that the user rates for sewer service from the municipal sewerage system are set as follows:

SEWER SERVICE RATES. User classes, flow limits (based upon water consumption), and monthly service charges shall be as follows:

2025 SEWER SERVICE RATES

	Cost/month	
Residential	\$50.00	
Mountain Crest High School	\$1,308.06	
Assisted Living Centers	\$50.00 x Eqv units = Monthly Charge	Total number of residents & employees divided by 3.2 (3.2 persons per average household) = equivalent residential units
Commercial		Gallons used/month
	\$50.92	0 10,000
	\$112.42	10,001 70,000
	\$410.98	70,001 140,000
	\$607.02	140,001 280,000
	\$1,034.18	280,001 420,000
	\$1,438.86	420,001 560,000
	\$2,023.42	560,001 700,000
	\$2,518.05	700,001 840,000
	\$3,012.65	840,001 980,000
	\$3,507.27	980,001 1,120,000
	\$4,001.87	1,120,001 1,260,000
	\$4,496.53	1,260,001 1,400,000
	\$4,991.11	1,400,001 1,540,000
	\$4,973.51	1,540,001 1,680,000

Sewer Lift Station Users Surcharges

Residential: All residential including multi-family housing users that are connected to a sewer lift station will be charged an additional \$4.00 per month.

Commercial: Cache County is the only commercial customer on a lift station and will be charged an additional \$282.84 per month. Since this rate is based on the specific costs for Cache County's lift

station the rate will automatically increase each July 1 by 3% starting July 1, 2026.

BE IT FURTHER RESOLVED, that this resolution shall become effective upon November 1, 2025.

ADOPTED AND PASSED by the City Council this 16th day of October, 2025.

HYRUM CITY

BY: _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

Roll Call Vote -	Aye	Nay	Absent
Councilmember Steve Adams	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilmember Jared Clawson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilmember Paul James	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilmember Michael Nelson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilmember Craig Rasmussen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WASTEWATER TREATMENT SERVICE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2025 by and between the CITY OF HYRUM, hereinafter "HYRUM", and the CITY OF MILLVILLE, hereinafter "MILLVILLE":

WITNESSETH:

WHEREAS, MILLVILLE presently has no sewage treatment system; and

WHEREAS, HYRUM has a sewage treatment facility, capable of handling and treating the sewage of MILLVILLE; and

WHEREAS, the Cities have previously entered into an INTERMUNICIPAL WASTEWATER TREATMENT PLANT OPERATING AGREEMENT on July 9, 2020; and

WHEREAS, the Cities have determined the need for an alternate agreement and voids the prior agreement of July 9, 2020 through the adoption of this agreement; and

NOW THEREFORE, in consideration of the mutual covenants and undertakings hereinafter stated to which each party hereby binds and commits itself, it is agreed as follows:

1. Transportation to HYRUM Trunk Line. MILLVILLE will provide the sewage collections system within its corporate limits at its sole cost and expense, and a trunk line extending from the collection system to a manhole located at 4600 South 1200 West in the Unincorporated Cache County just outside HYRUM city limits, where a connection will be made to the HYRUM sewer collection system. This point shall be referred to hereinafter as the "Main Collection Point."
2. Meter. At or above the Main Collection Point, a flow-measuring device shall be installed by HYRUM to the specifications acceptable to the HYRUM Water Reclamation Manager to measure the volume of waste discharged through the MILLVILLE trunk line into the HYRUM trunk line. The measuring device shall be installed, owned, and maintained by HYRUM. MILLVILLE shall have the right, in coordination with HYRUM, to review the meter readings and to inspect the measuring device at any time.
3. Ownership/Maintenance. It is agreed that all lines on or above the MILLVILLE side of the Main Collection Point shall be owned and maintained by MILLVILLE. All lines (gravity and pressure), on or below the HYRUM side of said Main Collection Point shall be owned and maintained by HYRUM. HYRUM and MILLVILLE agree to comply with all reasonable rules, regulations, and instructions related to the operation and maintenance of their respective collection systems. MILLVILLE grants HYRUM permission and the permanent right to install, operate, and maintain the measuring device identified in Paragraph 2 in a manhole on the MILLVILLE trunk line above the Point of Connection.

4. MILLVILLE hereby grants to HYRUM, enforcement authority to act as agent and representative of MILLVILLE, to enforce pre-treatment requirements in conjunction with the operation of the MILLVILLE sewer collection system. This authority shall include but is not limited to the authority to impose fines, penalties, and other enforcement actions necessary to ensure the integrity and safe operation of the sewage treatment and collection system with respect to pre-treatment requirements. The enforcement authority granted to HYRUM by MILLVILLE does not relieve MILLVILLE of its concurrent obligations pursuant to this agreement along with any other federal, state, and other local laws and regulations.
5. Acceptance of Permits and Sewage Waste. HYRUM agrees to accept sewage waste from MILLVILLE, provided that the waste complies with all applicable federal, state, and HYRUM laws and regulations, including pre-treatment requirements and Local Limits Standards. MILLVILLE agrees to adopt HYRUM sewage collection and treatment ordinances and regulations and to update said ordinances and regulations in a timely manner when revisions are provided by HYRUM. MILLVILLE also agrees to the establishment of user charges associated with the treatment of industrial and/or commercial wastes, and that permits for the same to be administered and approved by HYRUM. MILLVILLE hereby agrees to provide all necessary data to enable HYRUM to administer said permits. As a condition of connecting to the domestic sewer system, MILLVILLE will require industrial and commercial users to allow random, unannounced on-site inspections of pre-treatment facilities by inspectors or enforcement authorities as may be designated by HYRUM. MILLVILLE also grants to HYRUM authority to perform unannounced on-site, random inspections for pre-treatment purposes, as necessary, and to charge the sewage client for the same, and to allow HYRUM to charge pre-treatment clients with the costs of administering the program, at the same rate charged to HYRUM clients. MILLVILLE agrees to inform HYRUM, in a timely manner, of any potential new industries, businesses, and any other commercial entities that could discharge materials that are subject to pre-treatment standards. MILLVILLE will also require these businesses to obtain pretreatment permits from HYRUM before it issues building permits or business licenses. Issuance of these permits and licenses in MILLVILLE is contingent upon HYRUM's approval or denial of the pretreatment permit application within 30 days of receiving a complete application. In the event HYRUM fails to respond to a complete application within 30 days, MILLVILLE may issue building permits and business license, however, this does not relieve said entity of adhering to pretreatment regulations or other permit requirements.
 - a. HYRUM and MILLVILLE hereto agree to make reasonable efforts to monitor the wastewater originating within its collection system so as to prevent the introduction of wastewater which adversely affects the operation of the Facilities and to prevent the discharge of springs, flood waters and other non-sewage waters in its collection system.
 - b. Any discharge which exceeds facility design levels or contains abnormally high concentrations of pollutants as defined in HYRUM ordinances or regulations, shall require pretreatment to bring said discharges into compliance.

6. Payments. MILLVILLE agrees to pay HYRUM, and HYRUM agrees to accept from MILLVILLE the following compensation for treating and disposing of sewage waste:
- a. A monthly fee of \$35.45, or as may be established per Paragraph 7, for each 10,000 gallons of wastewater as measured at the meter near the Main Collection Point.
 - b. An impact fee of \$1,992 per ERU, or as may be established per Paragraph 7, for each new residential, commercial or industrial connection that will contribute wastewater to the MILLVILLE collection system and HYRUM treatment facility. MILLVILLE will collect and pay the impact fee to HYRUM monthly.
 - c. A connection buy in fee of \$1,992 multiplied by (enter of ERUs here) which is the number of existing MILLVILLE sewer ERUs at the time this agreement is signed, for a connection buy-in amount of (enter total amount here). If this amount is not paid in full within five years of signing this agreement, MILLVILLE will be assessed a 3% per year interest charge on any remaining principal. In no case shall payment in full exceed ten years.
 - i. A minimum monthly ~~connection buy-in~~ payment of \$18,000 will be invoiced by HYRUM and paid by MILLVILLE until such time that the connection buy in fee in Paragraph c. is paid in full. This monthly minimum includes fees specified in Paragraphs a and c.
 - d. HYRUM and MILLVILLE will not charge a use or service fee to use each other's sewage collection/trunk lines. If a service line must be replaced due to a capacity upgrade, each City will be responsible for paying its proportional share based on its respective flow. This does not prevent a City from requiring buy-in for the use of collection or trunk lines from new development.

Invoices shall be due and payable within 30 days of receipt. Should MILLVILLE fail to remit payment within ten (10) days after the due date, the unpaid balance shall bear interest at a rate of one percent (1.0%) per month, until paid in full. Delinquent payments shall be applied first to interest and then to principal.

7. Rate and Fee Adjustments. It is agreed that monthly fees for wastewater flow rate and impact fees charged to MILLVILLE will be adjusted from time to time after a rate study or impact fee study has been completed. MILLVILLE will be informed on the schedule and methodology for the fee and rate studies that are conducted. HYRUM shall not charge MILLVILLE a fee that is less than the four-year running average of total treatment plant actual expenses divided by the annual total treatment volume. Correspondingly, the maximum fee charged to MILLVILLE shall not exceed 110% of the above noted running average. Major plant expansion costs where debt services are incurred shall be removed from the annual expenses and included as annual debt services for consideration of the monthly fee. Following an inclusive cost of treatment rate study,

the MILLVILLE monthly fee may be adjusted outside the above noted parameters to the same percentage that the HYRUM wastewater treatment rates are adjusted.

8. Regulated Users. MILLVILLE agrees that all regulated users within MILLVILLE boundaries will be required to obtain a pretreatment permit from HYRUM to enable HYRUM to monitor wastewater quality, in accordance with federal, state, MILLVILLE, and HYRUM regulations. Any charges for testing, sampling, or other charges specific to a regulated user, made pursuant to the HYRUM pretreatment rate, including surcharge fees and fines, will be billed and collected directly by HYRUM. MILLVILLE shall be notified of any formal enforcement action taken by HYRUM against businesses located in MILLVILLE.
9. Severability of Agreement. Savings Clause. If any provision of this Agreement is found to be in violation of law or unenforceable, then, notwithstanding any other provision of this Agreement, the remaining provisions of the Agreement shall remain effective and be interpreted consistent with the remaining provisions to give effect to the mutual intent of the parties to the maximum extent allowed by law.
10. Uniform User Rules. MILLVILLE and HYRUM agree that uniform rules and regulations will be established by HYRUM to regulate, including but not limited to, the discharge of harmful substances into the sewage system in excess of minimum standards prescribed; the use of food waste disposal units for domestic and commercial food wastes entering the sanitary system; and the provision of adequate inspection of building, sewer and street construction to prevent such items from entering the sewer system. Enforcement of these provisions will be the responsibility of the entity owning the collection system.
11. Effective Period. This Agreement shall remain in effect for a period of twenty (20) years from the date of execution hereof with automatic ten (10) year renewals unless terminated by either party giving the other party ten (10) years written notice. In the event of a major change to the projected growth rate and subsequent sewage flows, federal or state regulations, or capital improvement needs, HYRUM and MILLVILLE mutually agree to renegotiate the terms of this agreement.
12. Adoption and Compliance with Rules and Ordinances. So long as such rules or ordinances are in compliance with federal, state, and HYRUM regulations governing the treatment of sewage, MILLVILLE agrees to adopt HYRUM's rules and ordinances as they presently exist and as they may be amended or added upon, governing the discharge of water or materials of any kind into MILLVILLE's collection system and to be responsible for the "administration and enforcement of said rules or ordinances. If, after reasonable notice, MILLVILLE fails to take appropriate enforcement action against violators within their jurisdiction for violations of said rules or ordinances, HYRUM may take any action it deems appropriate, including not accepting waste at the Main Connection Point and/or terminating this agreement.
13. Damages and Expenses. All costs, damages, and expenses (including but not limited to attorney's fees and the reasonable value of equipment and employee time) incurred by a

non-breaching party because of a default or a breach by a defaulting party of this agreement shall be borne and paid by the defaulting party.

14. System Responsibility. Each party shall be responsible for their own collection system and trunk lines, and each agrees to indemnify and hold the others harmless for loss, damage, or claims of any kind arising from its own acts or neglect relating to the installation or use of these collection systems and trunk lines.
15. Authorization. The undersigned representative of each City confirms his or her authority to execute this agreement and represents that his or her governing body has authorized this agreement by resolution.

CITY OF HYRUM

ATTEST:

Stephanie Miller, Mayor

Stephanie Frick, City Recorder

DATED this ____ day of _____, 2025

CITY OF MILLVILLE

ATTEST:

David Hair, Mayor

Corey Twedt, City Recorder

Elite Hall Annexation Bids:

Count:	Bidder:	Time Arrived:	Proposal:
1	Lundahl Building	152pm	\$776,146
2	DM Construction	152pm	\$767,825
3	Mountain CCS	153pm	\$1,400,000
4	Spindler Construction	153pm	\$745,064
5	Cook Building	154pm	\$798,515
6	Mike Funk Construction	155pm	\$645,400
7	Raymond Construction	155pm	\$889,916
8	Landmark Co.	200pm	\$627,183

BID PROPOSALDATE: October 6, 2025TO: Hyrum City CorporationFROM: Landmark Companies LLC

Dear Sir:

Having carefully examined the plans and specifications entitled “Elite Hall Addition” dated “July 2025” prepared by CLH Architects Engineers, and having visited the site to become familiar with all conditions affecting the cost of the work, the undersigned hereby proposes to furnish all fees, labor, materials, equipment and incidentals and perform all work in a manner called for in the said documents for the total sum listed below and as shown on the bid schedule:

Total Base Bid Amount (Not including Add Alternate): \$627,193.00

The undersigned further agrees to execute the attached agreement between owner and contractor within 10 days after receiving a written notice of award and agrees to furnish within the 10 day period, all bonds and insurance required.

If awarded the contract, the undersigned further agrees to commence actual physical work to begin within 30 calendar days from the notification to proceed and that all work will be completed within **two hundred seventy (270)** calendar days from that date unless the time for completion is extended otherwise by the contract documents.

Order of the Work

The intent of the project is to complete the Elite Hall Addition in a timely way with minimal disruption to activities within the original building. Except that if the Bid Add Alternate for Club Room Renovation is accepted, then the Elite Hall Event Schedule will be reviewed and adjusted to complete the work.

In case of failure on the part of the Contractor to complete the Work within the time fixed in the contract, the Contractor shall pay the Owner as fixed and liquidated damages the amount specified in Section 4 of the Agreement.

Respectfully Submitted,



Authorized Agent Signature required

Bidder acknowledges the receipt of the following addendum:

No.

Dated

1

09-22-25

2

10-02-25

Utah Contractor's License No.:

12224932-5501

Classification:

B100

By:

Heather Simper

Title:

Assistant PM

Legal Address:

1670 South Highway 165

Providence, Utah 84332

BID SCHEDULE

ELITE HALL ADDITION					
BID SCHEDULE					
Statement of Work All materials, equipment, labor, supervision, and overhead required to complete the work as outlined on the bid documents shall be incorporated with the following bid items directly or as incidental to the work.					
Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	Mobilization/Cleanup	1	LS	10,000.00	10,000.00 10,000.00
				Bid Schedule Base Bid	617,183.00
Add Alternate 1					
10	Elite Hall Club Room Renovation	1	LS	154,212	154,212
Add Alternate 1 is not to be included in the base bid total for the Bid Schedule					

LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERS

Chris Funk - Footing, Foundation, Flat work

Moonstone - Framing

Stellar Mechanical - HVAC

DB Plumbing - Plumbing

LNC - electrical

USI - insulation

Lara and Sons - Drywall

Crawford Doors - Coiling Door

Hart Floor - Finisher

ABS - Doors

Island Heights - roofing

Keystone Cabinets

RC Welding - handrail

Accent Painting - paint

Note: List must be turned in with Bid, Provide Sub-Contractor Name and Trade/Work to be sub-contracted.

Western States Rebar - Rebar

CSD - electrical

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Landmark Companies LLC

as Principal, and United States Fire Insurance Company

as Surety, are hereby held and firmly bound unto Hyrum City

as OWNER in the penal sum of Five Percent of Bid

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 2nd day of October, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to
Elite Hall Addition, Hyrum City

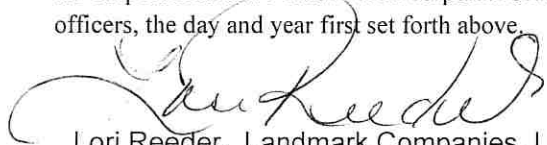
A certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for the
Elite Hall Addition, Hyrum City Project

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached here (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID; then this obligation shall be void, otherwise the same shall remain in force and effect. It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.



Lori Reeder, Landmark Companies, LLC , (L.S.)
Principal

United States Fire Insurance Company
Surety

By: Barbara Shelton Attorney In fact

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

12565

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Teri Paulson, Joshua Aldana, Barbara Shelton, Jennifer Fleagle, Gizela Evans, Heather Berry, Melyssa Lott,
Brandee Anderson, Allen R. Woods, Jeremiah Dawson, Harlee McEwan, Katherine Allen

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 13th day of December, 2024.

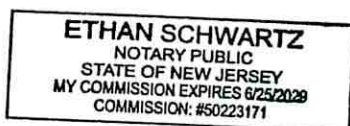


State of New Jersey }
County of Morris }

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin
Matthew E. Lubin, President

On this 13th day of December, 2024, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Ethan Schwartz
Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the _____ day of _____, 20____



UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay
Michael C. Fay, Senior Vice President

END

OF

THIS

BID

BID PROPOSALDATE: October 6th 2025TO: Hyrum City CorporationFROM: Most Wanted Builders dba Mike Funk Construction

Dear Sir:

Having carefully examined the plans and specifications entitled "Elite Hall Addition" dated "July 2025" prepared by CLH Architects Engineers, and having visited the site to become familiar with all conditions affecting the cost of the work, the undersigned hereby proposes to furnish all fees, labor, materials, equipment and incidentals and perform all work in a manner called for in the said documents for the total sum listed below and as shown on the bid schedule:

Total Base Bid Amount (Not including Add Alternate): \$ 645,400
Six hundred forty-five thousand, four hundred dollars

The undersigned further agrees to execute the attached agreement between owner and contractor within 10 days after receiving a written notice of award and agrees to furnish within the 10 day period, all bonds and insurance required.

If awarded the contract, the undersigned further agrees to commence actual physical work to begin within 30 calendar days from the notification to proceed and that all work will be completed within **two hundred seventy (270)** calendar days from that date unless the time for completion is extended otherwise by the contract documents.

Order of the Work

The intent of the project is to complete the Elite Hall Addition in a timely way with minimal disruption to activities within the original building. Except that if the Bid Add Alternate for Club Room Renovation is accepted, then the Elite Hall Event Schedule will be reviewed and adjusted to complete the work.

In case of failure on the part of the Contractor to complete the Work within the time fixed in the contract, the Contractor shall pay the Owner as fixed and liquidated damages the amount specified in Section 4 of the Agreement.

Respectfully Submitted,

Mike Funk Owner Most Wanted Builders LLC
 Authorized Agent Signature required DBA Mike Funk Construction

Bidder acknowledges the receipt of the following addendum:

No.

Dated

ONE

Sept. 22, 2025

TWO

Oct. 2nd, 2025

Utah Contractor's License No.: 12034472-5501

Classification: B 100

By: Mike Funk

Title: OWNER Mike Funk Construction &

Legal Address: 8810 S. 100 E., PO BOX 385

Paradise Utah 84328

BID SCHEDULE

ELITE HALL ADDITION					
BID SCHEDULE					
Statement of Work All materials, equipment, labor, supervision, and overhead required to complete the work as outlined on the bid documents shall be incorporated with the following bid items directly or as incidental to the work.					
Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	Mobilization/Cleanup	1	LS	\$645,400	\$645,400
Bid Schedule Base Bid					\$645,400
Add Alternate 1					
10	Elite Hall Club Room Renovation	1	LS	\$167,749	\$167,749
Add Alternate 1 is not to be included in the base bid total for the Bid Schedule					

Add Alt TWO
 wood floor
 New bldg.

1 LS total 13,000.00

Alt #2 Add 13,000.00

1 of 2

LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERSBassett Electrical~~Allied Mechanical HVAC~~ Western MechanicalCharlies Plumbing and HeatingGrover & Daugherty masonrySierra Pacific WindowsFortified Door WorksBrent Webb ExcavatingRC Welding & FabricationMountain Peak Builders RoofingDale Willden DrywallChris Funk Construction footings foundationHart floor CompanyWestern states Rebar~~Blue Spruce Cabinet Co.~~ Cache Wood & design cabinets tops

Note: List must be turned in with Bid, Provide Sub-Contractor Name and Trade/Work to be sub-contracted.

2 of 2

LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERS

Accent Painting

Cannon Sales Specialties

Western Door Company

Kilgore Companies Concrete

USI Insulation

Note: List must be turned in with Bid, Provide Sub-Contractor Name and Trade/Work to be sub-contracted.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Most Wanted Builders LLC

as Principal, and United States Fire Insurance Company

as Surety, are hereby held and firmly bound unto Hyrum City

as OWNER in the penal sum of Five Percent of Bid

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 2nd day of October, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to
Elite Hall Addition, Hyrum City

A certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for the
Elite Hall Addition, Hyrum City Project

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached here (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID; then this obligation shall be void, otherwise the same shall remain in force and effect. It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.



Mike Funk, Most Wanted Builders LLC, (L.S.)
Principal

United States Fire Insurance Company
Surety

By: Barbara Shelton Attorney In fact

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

12565

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Teri Paulson, Joshua Aldana, Barbara Shelton, Jennifer Fleagle, Gizela Evans, Heather Berry, Melyssa Lott,
Brandee Anderson, Allen R. Woods, Jeremiah Dawson, Harlee McEwan, Katherine Allen

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 13th day of December, 2024.



State of New Jersey }
County of Morris }

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

On this 13th day of December, 2024, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the _____ day of _____, 20____



UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

STATE OF UTAH	
DEPARTMENT OF COMMERCE	
DIVISION OF PROFESSIONAL LICENSING	
ACTIVE LICENSE	
EFFECTIVE DATE:	01/20/2022
EXPIRATION DATE:	11/30/2025
ISSUED TO:	MOST WANTED BUILDERS LLC 8810 S 100 E PO BOX 385 PARADISE UT 84328
THE GREAT SEAL OF THE STATE OF UTAH 1896	
REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)	
12034472-5501	Contractor With LRF
DBAs: MIKE FUNK CONSTRUCTION	
B100	

Form #1



P.O. Box 385
Paradise, Utah 84328

Most Wanted Builders
DBA Mike Funk Construction
PO Box 385
Paradise, UT 84328
435-512-3468

October 6, 2025

Hyrum City
60 West Main Street
Hyrum, UT 84319

Subject: Statement of Business Experience

To Whom It May Concern

Mike Funk was the previous owner of MW Construction from 1996-2022. Our previous license was active until 2022 (320636-5501). We changed our business name in 2022 to Most Wanted Builders, DBA Mike Funk Construction, our new license is 12034472-5501. Mike Funk has owned and operated both companies for over 29 years.

Thanks

Mike Funk

END

OF

THIS

BID

BID PROPOSAL

DATE: October 6, 2025

TO: Hyrum City Corporation

FROM: Spindler Construction Corporation

Dear Sir:

Having carefully examined the plans and specifications entitled "**Elite Hall Addition**" dated "**July 2025**" prepared by CLH Architects Engineers. and having visited the site to become familiar with all conditions affecting the cost of the work, the undersigned hereby proposes to furnish all fees, labor, materials, equipment and incidentals and perform all work in a manner called for in the said documents for the total sum listed below and as shown on the bid schedule:

Total Base Bid Amount (Not including Add Alternate): \$ 745,064.00

The undersigned further agrees to execute the attached agreement between owner and contractor within 10 days after receiving a written notice of award and agrees to furnish within the 10 day period, all bonds and insurance required.

If awarded the contract, the undersigned further agrees to commence actual physical work to begin within **30** calendar days from the notification to proceed and that all work will be completed within **two hundred seventy (270)** calendar days from that date unless the time for completion is extended otherwise by the contract documents.

Order of the Work

The intent of the project is to complete the Elite Hall Addition in a timely way with minimal disruption to activities within the original building. Except that if the Bid Add Alternate for Club Room Renovation is accepted, then the Elite Hall Event Schedule will be reviewed and adjusted to complete the work.

In case of failure on the part of the Contractor to complete the Work within the time fixed in the contract, the Contractor shall pay the Owner as fixed and liquidated damages the amount specified in Section 4 of the Agreement.

Respectfully Submitted,



Authorized Agent Signature required

Bidder acknowledges the receipt of the following addendum:

No.	Dated
1	9/22/2025
2	10/2/2025

Utah Contractor’s License No.: 230211-5501

Classification: Utah, General Contractor with LRF, B100, E100

By: Mike Spindler

Title: President

Legal Address: P.O. Box 3225, Logan, UT 84323-3225

BID SCHEDULE

<p style="text-align: center;">ELITE HALL ADDITION</p> <p style="text-align: center;">BID SCHEDULE</p>					
<p>Statement of Work All materials, equipment, labor, supervision, and overhead required to complete the work as outlined on the bid documents shall be incorporated with the following bid items directly or as incidental to the work.</p>					
Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	Mobilization/Cleanup Elite Hall Addition	1	LS	\$745,064.00	\$745,064.00
<p style="text-align: right;">Bid Schedule Base Bid</p>					\$745,064.00
Add Alternate 1					
10	Elite Hall Club Room Renovation	1	LS	\$89,051.00	\$89,051.00
Add Alternate 1 is not to be included in the base bid total for the Bid Schedule					

LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERS

CABINETRY - CACHE VALLEY COUNTERTOPS

FRAMING - HALL CONST.

MASONRY - SHANE DENIER

ROOFING - ADVANCED SYSTEMS CONST.

DOORS + HARDWARE - ABS

CEILING DOOR - WESTERN INDUSTRIAL DOOR

CERAMIC TILE - O.C. TALL

DRYWALL - NORTHERN ACOUSTICS + DRYWALL

PLUMBING - DB PLUMBING

HVAC - STELLAR MECH.

ELECTRICAL - BASSETT ELECTRIC

Earthwork - Self Spindler Construction

Concrete - Self Spindler Construction

Note: List must be turned in with Bid, Provide Sub-Contractor Name and Trade/Work to be sub-contracted.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Spindler Construction Corporation

as Principal, and Zurich American Insurance Company

as Surety, are hereby held and firmly bound unto Hyrum City Corporation

as OWNER in the penal sum of Five Percent (5%) of Accompanying Bid

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 6th day of October, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to

Hyrum City Corporation

A certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for the

Elite Hall Addition

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached here (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID; then this obligation shall be void, otherwise the same shall remain in force and effect. It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.


The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Spindler Construction Corporation, (L.S.)
Principal

By: 

Zurich American Insurance Company
Surety

By: 
S. Christopher Clark, Attorney-In-Fact



IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sam W. CLARK, Stirling S. BROADHEAD, Douglas S. ROSKELLEY, Doris MARTIN, S. Christopher CLARK, Hilary BAILLARGEON and Michael MURPHY**, all of Salt Lake City, Utah, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 17th day of July, A.D. 2018.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:

Dawn E. Brown

*Assistant Secretary
Dawn E. Brown*

David McVicker

*Vice President
David McVicker*

State of Maryland
County of Baltimore

On this 17th day of July, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

*Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019*



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of October, 20 25.



Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

STATE OF UTAH
DEPARTMENT OF COMMERCE
ACTIVE LICENSE
Spindler Construction Corporation
PO BOX 3225
LOGAN UT 84323
EFFECTIVE 04/13/1999
EXPIRATION 11/30/2027

REFERENCE NUMBER(S), CLASSIFICATION(S)

230211-5501

Contractor V

Section 11. Item E.

B100, E100

DBAs:

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.

SPINDLER CONSTRUCTION CORPORATION
PO BOX 3225
LOGAN UT 84323

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: 04/13/1999
EXPIRATION DATE: 11/30/2027
ISSUED TO: Spindler Construction Corporation
PO BOX 3225
LOGAN UT 84323

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

230211-5501

Contractor With LRF

DBAs:

B100, E100



Spindler Construction Corporation Introduction

Spindler Construction Corporation has over 50 years of experience as a general contractor and is one of the largest construction companies in Cache Valley. Our past performance can be seen in over 500 major projects that have been successfully completed.

Previous Experience

Project Name: **Logan Justice Expansion and Court Remodel**
 Owner Name: City of Logan
 Date Completed: 2009
 Size: \$6,500,000.00
 Reference: Mark Nielsen, City of Logan, 435-716-9151

This project was the addition of a 2 story, 23,000 square foot expansion to Logan City Police Department Building, and the remodel of the existing building's courts and city offices. To provide stabilization because of poor soil conditions, the addition was built on 14 helical piers and 60 geo piers. The construction also included concrete footings, foundation and floor slab, structural steel framing, masonry, interior finishes, and mechanical and electrical and fire suppression systems. Special features of work included bullet proof glass and sheathing, raised access flooring for communications in the 911 Center, and special attention paid to matching the masonry and metal panels to the existing building. This project also included work on the radio tower for the 911 Center. It was critical that the Center remain open and working during construction and that relocation of the Center occurred seamlessly. Spindler Construction was instrumental in achieving a LEED Silver certification for this project. This is the first Silver LEED project in Cache Valley.

Project Name: **Equine Education Center Classroom Building**
 Owner Name: Utah State University
 Date Completed: 2014
 Size: \$756,668.00
 Reference: USU Facilities, John Fitch (retired), 435-797-3535

This CM/GC project for Utah State University was constructed on the ADVS Campus in Wellsville. The new 4200 square foot building included two classrooms, faculty offices, and a tack room. The new classroom building will serve the students and faculty of the department of animal, dairy and veterinary sciences.

Project Name: **Logan Fire Station #72**
 Owner Name: City of Logan
 Date Completed: 2012
 Size: \$891,784.00
 Reference: City of Logan, Mark Nielsen, 435-716-9151

This project was the construction of a new fire station for the City of Logan. The building structure was a pre-engineered metal building and included 2 pull-through bays with exhaust systems, living quarters, a fitness area, offices, and a kitchen. Spindler mitigated a high water table on the site by over-excavating the footings and adding structural fill.



Project Name: **Huntsman School of Business New Building Addition**
 Owner Name: Utah State University
 Date Completed: March 2016
 Size: \$42,100,000.00
 Reference: Joe Beck, USU Facilities, 435-797-3757

The Huntsman School of Business was a \$42 Million, 125,000 square foot addition to the Eccles Business Building, comprising a three story structure with a basement located at the south edge of the Utah State University Campus. The building features 21 classrooms and 21 meeting rooms. The classrooms and lecture halls feature state-of-the-art audiovisual systems. Other spaces include cutting edge computer labs, food service areas, and offices. For over a year Spindler Construction was heavily involved with preconstruction efforts by providing budget estimates at each point of design, selecting quality subcontractors, establishing the GMP, and providing VE ideas to keep the design of the project within the available funds. The building achieved a LEED Silver Certification and complies with the State of Utah High Performance Building requirements.

Project Name: **USU Early Childhood Education and Research Center**
 User Name: Utah State University
 Date Completed: August 2010
 Size: \$13,500,000.00
 Reference: Dave McKay, DFCM, 801-541-9019

Spindler Construction was selected as the CM/GC for the construction of this new, award winning, 64,000 sq ft, \$13.5 million facility for the College of Education at Utah State University. The building is a 3 story concrete suspended slab structure. It includes a new Center for Early Care and Education as well as a new deaf education facility for children up to pre-school age. The 8 daycare learning units are outfitted with observation spaces for pedagogical instruction and parent education. The building also provides offices and facilities for researchers for the National Center for Hearing Assessment and Management, a Literacy Learning Laboratory, a Child Language and Disorders Clinic and the USU Early Childhood Education department. The project also included a new 19,500 sq ft playground, and a 6,400 square foot green roof. The building meets the Utah State High Performance Building Standard, equivalent to LEED Silver.

Project Name: **Weber State University Interprofessional Education Building**
 User Name: Weber State University
 Date Completed: 2018
 Size: \$6,287,000.00
 Reference: Norm Tarbox, Weber State University Facilities, 801-626-6003

This project was the construction of a new 15,000-square-foot, two-story educational building which provides collaborative space for students and faculty in various health care disciplines to study and learn together. The building has four classrooms, 20 offices, two conference rooms, a student collaboration area and study spaces along the hallways. The facility is also open for local healthcare professionals to lecture, host presentations, stage conferences or conduct research.



Project Name: **Davis County North Branch Library**
 Owner Name: Davis County
 Date Completed: October 2021
 Size: \$4,877,433.00
 Reference: Lane Rose, Davis County, 801-444-2230

This CM/GC project was a new library for Davis County in the city of Clearfield. The building was constructed of a steel frame, exterior brick veneer, aluminum-framed curtain wall, and poured-in-place concrete foundation. Site improvements, parking, site amenities, and landscaping were also part of this contract. The Library building includes a multi-purpose room, a children's library, quiet study areas, a technology hub, a children's story-time area, conference rooms, work rooms, office areas, and an exterior book drop. Spindler successfully completed the preconstruction phase of the project, bringing the GMP within the owner's budget by value engineering over \$400,000.00.

Project Name: **Athletics Strength and Conditioning Center**
 Owner Name: Utah State University
 Date Completed: June 2013
 Size: \$4,600,000.00
 Reference: Dale Mildenburger, USU Athletics, 435-770-0735

Spindler Construction was selected as the CM/GC for this recently completed project built for Utah State University Athletics. This new athletic facility is located at the north end of Romney Stadium, adjacent to the Jim and Carol Laub Athletic/Academic Complex. Through careful management and value-engineering efforts, Spindler Construction delivered an increase in the size of the facility from 20,000 to 25,000 square feet while keeping the project on schedule and within budget.

This new facility provides strength and conditioning space for over 400 student athletes. The new space allows athletes the ability to practice the most updated training methods and the use of state of the art equipment. This facility features a short track for speed training and a second level cardio deck area. In addition a ticket office, retail apparel store, staff offices, a supplemental prep area, changing rooms, staff locker, restrooms and storage are all included in the new building. This project achieved a LEED Silver certification.

Project Name: **USU NEHMA Art Education and Research Center**
 Owner Name: Utah State University
 Date Completed: April 2025
 Size: \$5,986,227.50
 Reference: Utah State University, Tom Graham, 435-770-4649

This recently completed CM/GC project was the construction of a 9,739 square foot addition to the west side of the USU Fine Arts Complex. It provides space for academic research and collaboration plus housing a significant private collection of artworks to be donated to the University. The new addition provides accessible interpretive space, a multi-purpose classroom, and high-quality compact storage for the artworks. The addition also provides specialized resources for faculty and students, serving academic units across the University.

END

OF

THIS

BID

BID PROPOSALDATE: October 6, 2025TO: Hyrum City CorporationFROM: Raymond construction

Dear Sir:

Having carefully examined the plans and specifications entitled "**Elite Hall Addition**" dated "**July 2025**" prepared by CLH Architects Engineers. and having visited the site to become familiar with all conditions affecting the cost of the work, the undersigned hereby proposes to furnish all fees, labor, materials, equipment and incidentals and perform all work in a manner called for in the said documents for the total sum listed below and as shown on the bid schedule:

Total Base Bid Amount (Not including Add Alternate): \$ 889,916.-

The undersigned further agrees to execute the attached agreement between owner and contractor within 10 days after receiving a written notice of award and agrees to furnish within the 10 day period, all bonds and insurance required.

If awarded the contract, the undersigned further agrees to commence actual physical work to begin within **30** calendar days from the notification to proceed and that all work will be completed within **two hundred seventy (270)** calendar days from that date unless the time for completion is extended otherwise by the contract documents.

Order of the Work

The intent of the project is to complete the Elite Hall Addition in a timely way with minimal disruption to activities within the original building. Except that if the Bid Add Alternate for Club Room Renovation is accepted, then the Elite Hall Event Schedule will be reviewed and adjusted to complete the work.

In case of failure on the part of the Contractor to complete the Work within the time fixed in the contract, the Contractor shall pay the Owner as fixed and liquidated damages the amount specified in Section 4 of the Agreement.

Respectfully Submitted,


Authorized Agent Signature required

Bidder acknowledges the receipt of the following addendum:

No.	Dated
# 1	9/22/2025
# 2	10/2/2025

Utah Contractor's License No.: 85-244282-5501

Classification: contractor with LRF

By: Doug Raymond

Title: President

Legal Address: 125 W. 2500 N.
Logan, UT 84341

BID SCHEDULE

ELITE HALL ADDITION					
BID SCHEDULE					
Statement of Work All materials, equipment, labor, supervision, and overhead required to complete the work as outlined on the bid documents shall be incorporated with the following bid items directly or as incidental to the work.					
Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	Mobilization/Cleanup	1	LS	Included in Base Bid	
				Bid Schedule Base Bid	
Add Alternate 1					
10	Elite Hall Club Room Renovation	1	LS		104,541.-
Add Alternate 1 is not to be included in the base bid total for the Bid Schedule					

LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERS

western mechanical	HVAC
Bassett Electric	Electrical
Shane Demler Masonry	Masonry
DB Plumbing	Plumbing
RJP	Framing
Don Bodgen Const.	Concrete
Island Heights	Roofing
Innovative Steel	Struct/Railing
Hart Floor Co.	Ceramic Tile/Carpet
Northern Acoustics	Drywall
DOBE Const.	Site Work
Accent Painting	Painting
Swanston Mill	Millwork

Note: List must be turned in with Bid, Provide Sub-Contractor Name and Trade/Work to be sub-contracted.

License Information

Name:	Raymond Construction Co Inc
City, State, Zip, Country:	LOGAN UT 84341 United States
Profession:	Contractor
License Type:	Contractor With LRF
License Number:	244282-5501
Obtained By:	Unknown
License Status:	Active
Original Issue Date:	05/06/1985
Expiration Date:	11/30/2025
Agency and Disciplinary Action*:	NO DISCIPLINARY ACTIONS WITHIN THE TIME FRAME ESTABLISHED IN UTAH CODE 63G-4-106 AND 107**
Docket and Citation Number(s):	N/A
E-Prescriber:	

Classification(s):	Qualifier(s):	Association Date(s):
E100 - General Engineering Qualifier	Leslie A Wood	07/06/2020
B100 - General Building Qualifier	Leslie A Wood	07/06/2020

RAYMOND CONSTRUCTION COMPANY, INC.

COMMERCIAL PROJECT REFERENCES

PROJECT NAME	Pepperidge Farm - Misc. Projects		
PROJECT ADDRESS	901 North 200 West, Richmond, UT 84333		
CONTACT NAME	Tony Hernandez	TITLE	Regional Engineering Manager
CONTACT PHONE	435-232-7147	CONTACT EMAIL	tony.j.hernandez@campbells.com
DATE COMPLETED	Miscellaneous projects completed since 2017		
PROJECT COST	2017 - \$161,313.45; 2018 - \$222,657.34; 2019 - \$25,290.79; 2020 - \$36,280.00; 2021 - \$19,991.00		
PROJECT TYPE	Manufacturing		
PROJECT NAME	USU Dairy Products Lab		
PROJECT ADDRESS	Utah State University Facilities Planning, Design, & Construction		
CONTACT NAME	Kelly Christoffersen	TITLE	Architect
CONTACT PHONE	435-797-1985	CONTACT EMAIL	kelly.christoffersen@usu.edu
DATE COMPLETED	2019		
PROJECT COST	\$940,803.90		
PROJECT TYPE	Educational/Manufacturing		
PROJECT NAME	Western Dairy Transport		
PROJECT ADDRESS	646 West 700 North, Hyrum, UT 84319		
CONTACT NAME	Drew Honeycutt	TITLE	Owner
CONTACT PHONE	1-417-254-1988	CONTACT EMAIL	dhoneycutt@wdlogistics.com
DATE COMPLETED	1-Oct-21		
PROJECT COST	\$4,000,000.00		
PROJECT TYPE	Commercial Trucking Facility		
PROJECT NAME	Utah State University Biological Engineering Building		
PROJECT ADDRESS	1483 East Canyon Road, Bldg. X, Logan, UT 84321		
CONTACT NAME	Adam Zetterquist	TITLE	Architect
CONTACT PHONE	435-764-1562	CONTACT EMAIL	adamz@designwestarchitects.com
DATE COMPLETED	29-Jun-21		
PROJECT COST	\$1,084,631.23		
PROJECT TYPE	Educational/Manufacturing		
PROJECT NAME	DFCM - DWR New Logan Fisheries Experiment Station - South Raceway Building		
PROJECT ADDRESS	1465 West 200 North, Logan, UT 84321		
CONTACT NAME	Tim Parkinson	TITLE	DFCM Project Manager
CONTACT PHONE	801-450-2478	CONTACT EMAIL	adamz@designwestarchitects.com
DATE COMPLETED	29-Dec-19		
PROJECT COST	\$621,005.33		
PROJECT TYPE	Government		

RAYMOND CONSTRUCTION COMPANY, INC. COMMERCIAL REFERENCES

Project Name & Address	Contact Name & Phone Number	Completion Date	Project Size
IH Budge Pediatrics, Urology, & General Surgery 1350 North 600 East Logan, UT 84341	Intermountain Healthcare Luke Love, Project Manager 801-381-0398	October 2024	\$774,000
USU SER Building Renovation Utah State University Logan, UT 84322	USU Facilities Construction Amanda Thomson-Maughan 435-797-0619	December 2024	\$2,100,000
USU University Inn Mechanical Upgrade Utah State University Logan, UT 84322	USU Facilities Construction Jared Leatham 435-764-5909	March 2024	\$1,500,000
USU TSC Admissions & CAPS Remodel Utah State University Logan, UT 84322	USU Facilities Construction Amanda Thomson-Maughan 435-797-0619	December 2023	\$250,000
Hyde Park City Hall Addition 113 East Center Street Hyde Park, UT 84318	Hyde Park City Darrin Hancey 435-563-6507	June 2022	\$603,000

RAYMOND CONSTRUCTION COMPANY, INC.

REFERENCES OF COMPLETED CONSTRUCTION AND CONSTRUCTION MANAGEMENT PROJECTS

Project Name	Address	&	User Name Contact Name & Phone Number	Date Completed	Project Size	Duration	Type
USU Maverik Stadium Site Improvements 2023 Utah State University Logan, UT 84322			USU Facilities Construction Jared Leatham 435-797-9680 jared.leatham@usu.edu	2024	\$6,942,958	11 months	Sports Arena Restroom
Western Dairy Transport Hyrum, Utah & Jerome, Idaho			Western Dairy Transport Drew Honeycutt 417-962-2386 dhoneycutt@wdlogistics.com		\$4,000,000		Commercial
West Point Dairy Silo #2 570 North 500 West Hyrum, UT 84319			West Point Dairy JD Rhea 435-245-0147 jrhea@westpointdairy.com	2016	\$106,000	1.5 months	Manufacturing
USU Campus Services and Storage 1295 East 700 North Logan, UT 84322			USU Facilities Construction Jared Leatham 435-764-5909	November 2017	\$1,000,000	9 months	Educational
USU Facilities Maintenance and Key Shop 1295 East 700 North Logan, UT 84322			USU Facilities Construction Jared Leatham 435-764-5909	November 2016	\$300,000	7 months	Educational
Schreiber 885 North 600 West Logan, UT 84321			Schreiber Foods Carter Talbot 435-753-0442 carter@sfcorp.com	2002	\$300,000	3 months	Manufacturing

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Raymond Construction Company, Inc.

as Principal, and Travelers Casualty and Surety Company of America

as Surety, are hereby held and firmly bound unto Hyrum City Corporation

as OWNER in the penal sum of Five Percent (5%) of Accompanying Bid

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 6th day of October, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to

Hyrum City Corporation

A certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for the

Hyrum City - Elite Hall Addition

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached here (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID; then this obligation shall be void, otherwise the same shall remain in force and effect. It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Raymond Construction Company, Inc., (L.S.)
Principal

By: 

Travelers Casualty and Surety Company of America
Surety

By: 

Michael Murphy, Attorney-In-Fact



IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SAM W CLARK, ALAN W LORD, STIRLING S BROADHEAD, HILARY BAILLARGEON, S. CHRISTOPHER CLARK, MICHAEL MURPHY, and DOUGLAS S ROSKELLEY** of SALT LAKE CITY, UTAH, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.

State of Connecticut

City of Hartford ss.



By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of October, 2025.



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

END

OF

THIS

BID

BID PROPOSAL**DATE:** Oct. 6, 2025**TO:** Hyrum City Corporation**FROM:** Cook Homes, Inc. dba: Cook Building

Dear Sir:

Having carefully examined the plans and specifications entitled “**Elite Hall Addition**” dated “**July 2025**” prepared by CLH Architects Engineers. and having visited the site to become familiar with all conditions affecting the cost of the work, the undersigned hereby proposes to furnish all fees, labor, materials, equipment and incidentals and perform all work in a manner called for in the said documents for the total sum listed below and as shown on the bid schedule:

Total Base Bid Amount (Not including Add Alternate): \$ 798,515.00

The undersigned further agrees to execute the attached agreement between owner and contractor within 10 days after receiving a written notice of award and agrees to furnish within the 10 day period, all bonds and insurance required.


If awarded the contract, the undersigned further agrees to commence actual physical work to begin within **30** calendar days from the notification to proceed and that all work will be completed within **two hundred seventy (270)** calendar days from that date unless the time for completion is extended otherwise by the contract documents.

Order of the Work

The intent of the project is to complete the Elite Hall Addition in a timely way with minimal disruption to activities within the original building. Except that if the Bid Add Alternate for Club Room Renovation is accepted, then the Elite Hall Event Schedule will be reviewed and adjusted to complete the work.

In case of failure on the part of the Contractor to complete the Work within the time fixed in the contract, the Contractor shall pay the Owner as fixed and liquidated damages the amount specified in Section 4 of the Agreement.

Respectfully Submitted,



Authorized Agent Signature required

Bidder acknowledges the receipt of the following addendum:

No.	Dated
<u>1</u>	<u>Sept. 22, 2025</u>
<u>2</u>	<u>Oct. 2, 2025</u>
<u> </u>	<u> </u>

Utah Contractor’s License No.: 5265458-5501

Classification: B-100

By: Matt Cook

Title: President

Legal Address: 2186 N. 1600 E.

North Logan, UT 84341

435-764-4779

BID SCHEDULE

ELITE HALL ADDITION					
BID SCHEDULE					
Statement of Work					
All materials, equipment, labor, supervision, and overhead required to complete the work as outlined on the bid documents shall be incorporated with the following bid items directly or as incidental to the work.					
Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	Mobilization/Cleanup	1	LS	12,300.00	12,300.00
Bid Schedule Base Bid					798,515.00
Add Alternate 1					
10	Elite Hall Club Room Renovation	1	LS	286,141.00	286,141.00
Add Alternate 1 is not to be included in the base bid total for the Bid Schedule					

LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERS

Grange Construction/Concrete

Sunroc/Lumber-doors

Geneva Rock/Concrete

Pella Windows/Windows

Lone Pine Painting/Painting

Mnt Peak Roofing/Roofing

USI Cardalls/Insulation

Grover & Daugherty Masonry/Masonry

H&J Drywall/Drywall

Myers Plumbing/Plumbing

Theurer HVAC/Mechanical

The Electric Guys/ Electrical

Note: List must be turned in with Bid, Provide Sub-Contractor Name and Trade/Work to be sub-contracted.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Cook Homes Inc. DBA Cook Building

as Principal, and The Ohio Casualty Insurance Company

as Surety, are hereby held and firmly bound unto

Hyrum City

as OWNER in the penal sum of 5% of Bid Amount

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 6th day of October, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to

Hyrum City

A certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for the

Elite Hall Addition

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached here (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID; then this obligation shall be void, otherwise the same shall remain in force and effect. It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.



_____, (L.S.)
Principal

The Ohio Casualty Insurance Company

Surety

By:



Attorney-In Fact

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208218-977480**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, _____ Alex Museus; Ashley Museus; Jennifer Jordan

all of the city of Logan state of UT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of June, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of June, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of October, 2025.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

END

OF

THIS

BID

BID PROPOSALDATE: OCTOBER 6, 2025TO: Hyrum City CorporationFROM: DWA CONSTRUCTION, INC.

Dear Sir:

Having carefully examined the plans and specifications entitled “Elite Hall Addition” dated “July 2025” prepared by CLH Architects Engineers, and having visited the site to become familiar with all conditions affecting the cost of the work, the undersigned hereby proposes to furnish all fees, labor, materials, equipment and incidentals and perform all work in a manner called for in the said documents for the total sum listed below and as shown on the bid schedule:

Total Base Bid Amount (Not including Add Alternate): \$ 767,825

The undersigned further agrees to execute the attached agreement between owner and contractor within 10 days after receiving a written notice of award and agrees to furnish within the 10 day period, all bonds and insurance required.

If awarded the contract, the undersigned further agrees to commence actual physical work to begin within 30 calendar days from the notification to proceed and that all work will be completed within **two hundred seventy (270)** calendar days from that date unless the time for completion is extended otherwise by the contract documents.

Order of the Work

The intent of the project is to complete the Elite Hall Addition in a timely way with minimal disruption to activities within the original building. Except that if the Bid Add Alternate for Club Room Renovation is accepted, then the Elite Hall Event Schedule will be reviewed and adjusted to complete the work.

In case of failure on the part of the Contractor to complete the Work within the time fixed in the contract, the Contractor shall pay the Owner as fixed and liquidated damages the amount specified in Section 4 of the Agreement.

Respectfully Submitted,


Authorized Agent Signature required

Bidder acknowledges the receipt of the following addendum:

No.	Dated
<u>#1</u>	<u>SEPTEMBER 22, 2025</u>
<u>#</u>	<u>OCTOBER 2, 2025</u>
<u> </u>	<u> </u>

Utah Contractor's License No.: 9047412-5501

Classification: CONTRACTOR WITH LRF - B100, E100

By: WAYNE D ANDERSON

Title: PRESIDENT

Legal Address: 76 WEST 2400 NORTH
NORTH LOGAN, UT 84341

BID SCHEDULE

ELITE HALL ADDITION					
BID SCHEDULE					
Statement of Work All materials, equipment, labor, supervision, and overhead required to complete the work as outlined on the bid documents shall be incorporated with the following bid items directly or as incidental to the work.					
Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	Mobilization/Cleanup	1	LS	\$ 767,825	\$ 767,825.00
Bid Schedule Base Bid					\$ 767,825.00
Add Alternate 1					
10	Elite Hall Club Room Renovation	1	LS	\$ 177,960	\$ 177,960.00
Add Alternate 1 is not to be included in the base bid total for the Bid Schedule					

LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERSDEMOLITION - RED KNOB CONSTRUCTIONEXCAVATION/UTIL. - DWA CONSTRUCTIONCONCRETE - DWA CONSTRUCTIONMASONRY - GROVER & DAUGHERTYHANDRAILS - RC WELDINGROUGH/FINISH CARPENTRY - RED KNOB CONSTRUCTIONINSULATION - USI CARDALISROOFING - MT. PEAK ROOFINGDOORS/FRAMES/HW - ABSPAINTING - PRECISION PAINTINGFLOORING - HART FLOOR CO.DRYWALL - VALLEY DRYWALLDIV. 10 SPECIALTIES - THE SPECIALTY CO.WINDOWS/STOREFRONT - GORDON'S GLASS CO.

Note: List must be turned in with Bid, Provide Sub-Contractor Name and Trade/Work to be sub-contracted.

LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERS

SIGNAGE - ALLOTECH

PLUMBING - DB PLUMBING

HVAC - WESTERN MECHANICAL

ELECTRICAL - GEARY ELECTRIC

LANDSCAPING - DWA CONSTRUCTION

Note: List must be turned in with Bid, Provide Sub-Contractor Name and Trade/Work to be sub-contracted.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

DWA Construction, Inc.

as Principal, and Liberty Mutual Insurance Company

as Surety, are hereby held and firmly bound unto

Hyrum City

as OWNER in the penal sum of 5% of Bid Amount

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 29th day of September, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to

Hyrum City

A certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for the

Hyrum City Elite Hall Addition

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached here (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID; then this obligation shall be void, otherwise the same shall remain in force and effect. It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.


_____, (L.S.)
Principal

Liberty Mutual Insurance Company
Surety

By: 

Attorney-In-Fact

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208218-977480**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, _____ Alex Museus; Ashley Museus; Jennifer Jordan

all of the city of Logan state of UT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of June, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of June, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of September, 2025.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



REQUEST FOR BID BOND

Project Name:

Hyrum City Elite Hall Addition
98 West Main Street
Hyrum, Utah 84319

Project Estimate:

\$500,000.00 DWA Estimate

Owner:

Hyrum City
60 West Main Street
Hyrum, Utah 84319

Bid Bond Form:

See attached
5% of bid amount

Bid Date:

Monday, October 6, 2025 @ 2:00 PM

Contract Completion:

270 days from Notice to Proceed

Liquidated Damages:

\$ 100.00 / day

Maintenance Period:

Major Sub Breakdown:

Comments:

END

OF

THIS

BID

BID PROPOSAL

DATE: 10/06/2025

TO: Hyrum City CorporationFROM: Mountain CCS, Inc.

Dear Sir:

Having carefully examined the plans and specifications entitled "**Elite Hall Addition**" dated "**July 2025**" prepared by CLH Architects Engineers. and having visited the site to become familiar with all conditions affecting the cost of the work, the undersigned hereby proposes to furnish all fees, labor, materials, equipment and incidentals and perform all work in a manner called for in the said documents for the total sum listed below and as shown on the bid schedule:

Total Base Bid Amount (Not including Add Alternate): \$ 1,400,000

The undersigned further agrees to execute the attached agreement between owner and contractor within 10 days after receiving a written notice of award and agrees to furnish within the 10 day period, all bonds and insurance required.

If awarded the contract, the undersigned further agrees to commence actual physical work to begin within **30** calendar days from the notification to proceed and that all work will be completed within **two hundred seventy (270)** calendar days from that date unless the time for completion is extended otherwise by the contract documents.

Order of the Work

The intent of the project is to complete the Elite Hall Addition in a timely way with minimal disruption to activities within the original building. Except that if the Bid Add Alternate for Club Room Renovation is accepted, then the Elite Hall Event Schedule will be reviewed and adjusted to complete the work.

In case of failure on the part of the Contractor to complete the Work within the time fixed in the contract, the Contractor shall pay the Owner as fixed and liquidated damages the amount specified in Section 4 of the Agreement.

Hyrum City
Elite Hall Addition

9 | Page

Respectfully Submitted,

Mark Godfrey

Authorized Agent Signature required

Bidder acknowledges the receipt of the following addendum:

No.	Dated
1	09/22/2025
2	10/02/2025

Utah Contractor’s License No.: 13625412-5501

Classification: B-100

By: Mark Godfrey

Title: President

Legal Address: 320 E 200 N, Smithfield, UT 84335

BID SCHEDULE

<p style="text-align: center;">ELITE HALL ADDITION</p> <p style="text-align: center;">BID SCHEDULE</p>					
<p>Statement of Work All materials, equipment, labor, supervision, and overhead required to complete the work as outlined on the bid documents shall be incorporated with the following bid items directly or as incidental to the work.</p>					
Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	Mobilization/Cleanup	1	LS		
<p style="text-align: right;">Bid Schedule Base Bid</p>					\$1,400,000
<p style="text-align: center;">Add Alternate 1</p>					
10	Elite Hall Club Room Renovation	1	LS		\$817,627.52
<p style="text-align: center;">Add Alternate 1 is not to be included in the base bid total for the Bid Schedule</p>					

LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERS

USI Cardalls - Insulation

Keystone Cabinets - Cabinets

Moyes Glass - Windows

Valley Drywall Inc - Drywall & Acoustical Ceiling

Allied Mechanical - HVAC

Carson Plumbing & Mechanical - Plumbing

Harm Lubben - Electrical

Grover & Daugherty Masonry - Masonry

Hart Flooring - Tiling/Flooring

Mountain Peak Builders - Roofing

D&D Welding - Pipe/Tube Railing

Beacon Commerical Door & Lock - Doors/Hardware

N-Credible Custom Concrete - Concrete

Nicholl's Brothers Painting - Painting

Note: List must be turned in with Bid, Provide Sub-Contractor Name and Trade/Work to be sub-contracted.

THE BACK OF THIS DOCUMENT INCLUDES MICROPRINTED ENDORSEMENT LINES

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER - THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX



MOUNTAIN CCS INC
320 E 200 N
SMITHFIELD, UT 84335-1110



CACHE VALLEY BANK
WWW.CACHEVALLEYBANK.COM
888-418-5333

97-232-1243

5397

10/06/2025

PAY TO THE
ORDER OF

Hyrum City

\$ **110881.38

One hundred ten thousand eight hundred eighty one 38/100***** DOLLARS

Hyrum City
60 W Main Street
Hyrum, UT 84319

MEMO

Mark Goldman

AUTHORIZED SIGNATURE

Section 11. Item E.

⑈5397⑈ ⑆124302325⑆67 13500 3⑈

END

OF

THIS

BID

BID PROPOSAL

DATE: 10/6/25

TO: Hyrum City Corporation

FROM: LUNDAHL BUILDING

Dear Sir:

Having carefully examined the plans and specifications entitled “Elite Hall Addition” dated “July 2025” prepared by CLH Architects Engineers. and having visited the site to become familiar with all conditions affecting the cost of the work, the undersigned hereby proposes to furnish all fees, labor, materials, equipment and incidentals and perform all work in a manner called for in the said documents for the total sum listed below and as shown on the bid schedule:

Total Bid Amount (Sum of Schedules A through D): \$

776,146

The undersigned further agrees to execute the attached agreement between owner and contractor within 10 days after receiving a written notice of award and agrees to furnish within the 10 day period, all bonds and insurance required.

If awarded the contract, the undersigned further agrees to commence actual physical work to begin within 30 calendar days from the notification to proceed and that all work will be completed within sixty (60) calendar days from that date unless the time for completion is extended otherwise by the contract documents.

Order of the Work

The intent of the project is to complete the Historic Elite Hall Masonry Renovation work with the following priority of bid schedules:

South Wall (Bid Schedule A)

East Wall (Bid Schedule B)

West Wall (Bid Schedule C)

North Wall (Bid Schedule D)

It is intended that the South Wall (Bid Schedule A) will be completed first; and is the preference of Hyrum City that the South Wall be completed in the spring of 2021, weather and schedule permitting. Recognizing that the performance and efficiency of the chemical paint removal system is impacted by temperature, the

schedule is flexible and work may commence in the fall of 2021 as agreed upon by the parties. Additional schedules will be awarded based on funding for the work.

In case of failure on the part of the Contractor to complete the Work within the time fixed in the contract, the Contractor shall pay the Owner as fixed and liquidated damages the amount specified in Section 3.b of the Contract.

Respectfully Submitted,



 Authorized Agent Signature required

Bidder acknowledges the receipt of the following addendum:

No.	Dated
_____ #1 _____	_____ 9/22/25 _____
_____ #2 _____	_____ 10/2/25 _____
_____	_____

Utah Contractor's License No.: 249669-5501

Classification: B100

By: Davis McDonald

Title: ESTIMATOR

Legal Address: 2005 N 600 W STE #C, LOGAN, UT, 84321

BID SCHEDULE

ELITE HALL ADDITION					
BID SCHEDULE					
Statement of Work					
All materials, equipment, labor, supervision, and overhead required to complete the work as outlined on the bid documents shall be incorporated with the following bid items directly or as incidental to the work.					
Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	Mobilization/Cleanup	1	LS	—	\$3,000
Bid Schedule Base Bid					
Add Alternate 1					
10	Elite Hall Club Room Renovation	1	LS	—	\$16,496
Add Alternate 1 is not to be included in the base bid total for the Bid Schedule					

LIST OF SUBCONTRACTORS / MATERIAL SUPPLIERS

HARD KNOCK
SUNCORE
BOMAN & KEMP
CHRIS FUNK
GROVER & DAUGHERTY
RC WELDING
FORTIFIED
WESTERN INDUSTRIAL
LADA AND SONS
HART
ACCENT
THE SPECIALTY COMPANY
DB PLUMBING
ADVANCED
BASSETT

Note: List must be turned in with Bid, Provide Sub-Contractor Name and Trade/Work to be sub-contracted.

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Lundahl Building Systems, Inc.
2005 N. 600 W., Ste C
Logan, UT 84321

OWNER:
(Name, legal status and address)

Hyrum City
 60 W. Main St.
 Hyrum, UT 84319

SURETY:
(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Ave.
Morristown, NJ 07960

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.

BOND AMOUNT: Five Percent of the Accompanying Bid (5%**)**
PROJECT:
(Name, location or address, and Project number, if any)

Elite Hall Addition Hyrum City

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 6th day of October, 2025


 (Witness)


 (Witness)

Lundahl Building Systems, Inc.

(Principal)  (Seal)

(Title) Justin Robinson, VP

United States Fire Insurance Company

(Surety)  (Seal)

(Title) Julie B. Martindale - Attorney in Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

Section 11. Item E.

12563

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

C. Brett Nilsson, Blake Nilsson, Rayne Harris, Julie B. Martindale, Michael H. Gale, Ashley Marshall

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

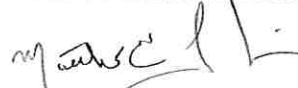
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 2nd day of June, 2025.

UNITED STATES FIRE INSURANCE COMPANY





Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 2nd day of June, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



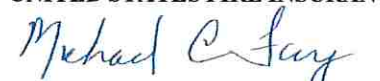

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the **6th** day of **October** ²⁰ **25**



UNITED STATES FIRE INSURANCE COMPANY


Michael C. Fay, Senior Vice President

END

OF

THIS

BID

200 East Side Walk Bids

Count:	Bidder:	Time Arrived:	Proposal:
1	Juniper Earthworks	155pm	\$364,663.23
2	Bowcutt Excavation	333pm	\$205,651.30
3	Diamond H Concrete	336pm	\$265,442.21
4	XCON LLC	346pm	\$254,424.50
5	CV Excavation	348pm	\$267,810.50
6	LeGrande Johnson	350pm	\$214,086.36
7	Triple J Concrete	351pm	\$310,476.00
8	Romero Construction	353pm	\$290,373.00
9	Landmark Companies	355pm	\$312,395.29
10	Post Construction	357pm	\$304,712.35
11	Cook Building	358pm	\$238,843.00

October 6, 2025

200 EAST SIDEWALK PROJECT HYRUM CITY, UTAH ADDENDUM #1

NOTICE TO ALL PLAN HOLDERS:

- A. You are hereby notified that the following changes, clarifications, and/or corrections have been made to the Drawings, Specifications, or Contract Documents for the above referenced project.
- B. This ADDENDUM shall become a part of the contract and all provisions of the Contract shall apply thereto.
- C. Please insert this Addendum into your copy of the Contract Documents.
- D. BIDDERS will acknowledge receipt of this ADDENDUM in the space provided in the BID FORM AND BIDDERS PROPOSAL. Failure to acknowledge may result in the Proposal being rejected as nonresponsive.

1. PRE-BID MEETING

- A. Pre-bid Meeting minutes are included as part of this addendum.

2. CHANGES TO CONTRACT AND SPECIFICATIONS

SECTION 00 41 00 BID FORM

Delete Section **00 41 00 BID FORM** and replace with attached document dated October 6, 2025.

Summary of changes:

- Removed Bid Item 12 Granular Borrow (Plan Quantity) from Bid Form
- Removed Bid Items 24 Adjust Sewer Manhole to Grade, 25 Adjust Water Valve to Grade, and 26 Adjust Water Meter to Grade. (Hyrum City will complete this work, including providing and installing risers and lids.)

3. QUESTIONS:

- Q. When can we start work on the job?
- A. The work can be started after the bid is awarded. A portion can be done this season and the remaining work in the next if desired.
- Q. Are you going to be providing survey and testing if required?
- A. Survey will be provided by the City (Foresight Surveying). Testing for the concrete and compaction testing for the UTBC is required and will be at the cost of the contractor. This is in the notes on the plans and the M&P.

Q. I noticed you have 2 line items numbered 12. Also, the Granular Borrow is showing 0 CY. Is that accurate?

A. Granular Borrow should not have been included in the bid schedule. There is no need for Granular Borrow on the job. Any minor fill areas can be filled with native embankment material from cut areas.

Q. In the Measurement & Payment, it states on pedestrian access ramp item #18 that the bid item shall include curb and gutter regarding plan 4-112. Is this required as it is not shown on the construction drawings?

A. Curb and gutter at the pedestrian ramp on the east side of 200 East at 500 South is required, see sheet C-204. Curb and gutter is not required at other ramps.

Q. Was an Engineer Estimate Posted?

A. The Engineer Estimate is \$351,212.50.

4. ATTACHMENTS:

- Pre-Bid Meeting Minutes
- Pre-Bid Meeting Attendance List
- Section 00 41 00 BID FORM

**HELPING EACH OTHER
CREATE BETTER COMMUNITIES**



**THE
LANGDON
GROUP**



**GATEWAY
MAPPING
INC.**

J-U-B FAMILY OF COMPANIES

PRE-BID MEETING AGENDA

DATE: *September 25, 2025* TIME: 3:30 PM
PROJECT NAME: 200 East Sidewalk
MEETING LOCATION: Hyrum City Offices
ATTENDEES: Non- Mandatory

I. Bidding Schedule

- A. Pre-Bid Meeting – Pre-Bid meeting September 25, 2025
- B. Last Day for Questions – October 3, 2025 5pm
- C. Addendum Posting – October 6, 2025 5pm
- D. Bids Due/Bid Opening – October 7, 2025 4pm

II. Project Overview

- A. Hyrum 200 East Sidewalk Project
 - 1. The project consists of constructing concrete sidewalk along the west side of 200 East and the south side of 500 South between 300 South and the Hyrum State Park Day Use Beach Area access.
 - 2. Tree trimming to be completed by Hyrum City staff

III. General Scheduling

- A. The project substantial completion is May 1, 2026.
 - 1. The landscaping work such as seeding and replacement of sod for project close-out must be completed by June 30th, 2026.
- B. Weekend and Holiday work – Need Prior Approval

IV. Other Requirements

THE
LANGDON
GROUPGATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

V. Bidding

- A. Bid Security
 - 1. **A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price.**
- B. Construction Schedule
 - 1. **Please submit a construction schedule with bid. The construction schedule is not required but is highly encouraged.**

VI. Questions

- A. What are the work hours for the project?
 - 1. **Noise ordinance dictates that work cannot begin earlier than 7:00 AM.**
 - 2. **Typical work hours are 7:00 AM to 5:00 PM.**
 - a) *Approval may be given for work until 8:00 PM at the discretion of Hyrum City*
- B. Is the 6" Thick Sidewalk just within the limits of the driveways?
 - 1. **Yes**
- C. Where is the concrete flatwork removal located?
 - 1. **Concrete removal includes**
 - a) *At the pedestrian crossing at 500 S*
 - b) *At the pedestrian crossing at 300 S*
 - c) *Concrete driveways as indicated on the plans*
- D. Where is the high-back concrete curb?
 - 1. **Concrete curb and gutter is located at the pedestrian crossing at 500 S.**

VII. Site Visit?

Pre-Bid Conference

September 25, 2025

Hyrum 200 East Sidewalk Project

[illegible]

September 2, 2025

BID FORM
SECTION 00 41 00

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Hyrum City, at their office located at **60 West Main, Hyrum, Utah 84319.**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>10/6/25</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices (see Section 01 22 00 Measurement and Payment for additional information):

Schedule

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	Lump Sum	1	\$14,500.00	\$14,500.00
2	Traffic Control	Lump Sum	1	\$4,200.00	\$4,200.00
3	Clearing and Grubbing	Lump Sum	1	\$9,000.00	\$9,000.00
4	Grading	Lump Sum	1	\$10,500.00	\$10,500.00
5	Remove Asphalt Pavement	Square Yard	221	\$22.00	\$4,862.00
6	Remove Concrete Driveway	Square Yard	10	\$140.00	\$1,400.00
7	Remove Concrete Sidewalk	Square Yard	7	\$140.00	\$980.00
8	Remove Concrete Curb and Gutter	Linear Feet	11	\$87.50	\$962.50
9	Remove Pedestrian Access Ramp	Each	1	\$950.00	\$950.00
10	Relocate Sign	Each	1	\$525.00	\$525.00
11	Relocate Water Meter	Each	1	\$3,725.00	\$3,725.00
12	Untreated Base Course (Plan Quantity)	Cubic Yard	55	\$93.50	\$5,142.50
13	HMA - 1/2 Inch Mix	Ton	33	\$244.00	\$8,052.00
14	Concrete Sidewalk	Square Feet	11045	\$7.95	\$87,807.75

Schedule

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
15	Concrete Sidewalk 6 Inch Thick	Square Feet	1420	\$ 10.03	\$ 14,242.60
16	Concrete Flatwork 6 Inch Thick	Square Feet	93	\$ 19.35	\$ 1,799.55
17	High-Back Curb And Gutter (Type A)	Linear Feet	20	\$ 88.37	\$ 1,767.40
18	Pedestrian Access Ramp	Each	7	\$ 2,180.00	\$ 15,260.00
19	Detectable Warning Surface	Square Feet	70	\$ 25.00	\$ 1,750.00
20	Topsoil	Square Yard	645	\$ 6.50	\$ 4,192.50
21	Grass Sod	Square Feet	2875	\$ 2.50	\$ 7,187.50
22	Broadcast Seed	1000 Sq Ft	3	\$ 615.00	\$ 1,845.00
23	Restore Sprinkler System	Parcel	10	\$ 500.00	\$ 5,000.00
Bid - Total					\$ 205,651.30

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

BOWCUTT EXCAVATION

By:

[Signature]

[Signature]

[Printed name]

BLAKE BOWCUTT

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Signature]

[Printed name]

Erin Bowcutt

Title:

Admin.

Submittal Date:

10/7/25

Address for giving notices:

5265 N 4700 W

BEAR RIVER CITY, UT 84301

Telephone Number:

(435) 291-0676

Fax Number:

N/A

Contact Name and e-mail address:

Blake Bowcutt

Blake@bowcuttex.com

Bidder's License No.:

13123659-5501

(where applicable)

END OF SECTION

SECTION 00 43 13

BID BOND

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

BIDDER (Name and Address):

Bowcutt Excavation LLC
10285 N 7600 W
Tremonton, UT 84337

SURETY (Name, and Address of Principal Place of Business):

WESTERN SURETY COMPANY
151 North Franklin, 17th Floor
Chicago, IL 60606

OWNER (Name and Address):

CITY OF HYRUM
60 W Main
Hyrum, UT 84319

BID

Bid Due Date:

Description (Project Name— Include Location): 200 East Sidewalk Project - Hyrum City

BOND

Bond Number: 67641255

Date: October 7, 2025

Penal sum Five Percent of the Amount Bid \$ (5%)

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Bowcutt Excavation LLC

(Seal)

Bidder's Name and Corporate Seal

By:

Blake Bowcutt
Signature

Blake Bowcutt
Print Name

Dwight
Title

Attest:

Jim Bowcutt
Signature

Admin
Title

SURETY

WESTERN SURETY COMPANY

(Seal)

Surety's Name and Corporate Seal

By:

John Magnuson
Signature (Attach Power of Attorney)

John Magnuson

Print Name

Attorney in Fact

Title

Attest:

S. FINK
Signature

Asst. Sec.
Title

Note: Addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67641255

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint John Magnuson

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Bowcutt Excavation LLCObligee: City of HyrumAmount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"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, any 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 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."

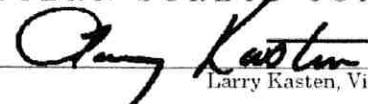
If Bond No. 67641255 is not issued on or before midnight of January 5th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 7th day of October, 2025.

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA

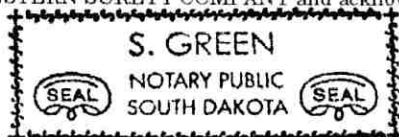
} ss

WESTERN SURETY COMPANY

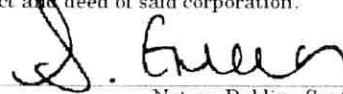


Larry Kasten, Vice President

On this 7th day of October, in the year 2025, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

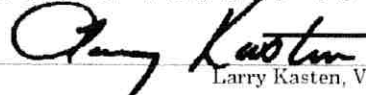


Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 7th day of October, 2025.

WESTERN SURETY COMPANY



Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5308-5-2023

☐ Acknowledgment of Principal

☒ Acknowledgment of Surety (Attorney-in-Fact)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California
COUNTY OF San Diego } ss

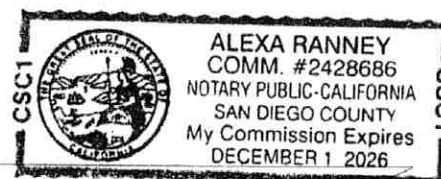
On OCT 07 2025 before me, Alexa Ranney, Notary Public,
date here insert name and title of the officer
personally appeared John Magnuson,
name(s) of signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Alexa Ranney (Seal)



(The balance of this page is intentionally left blank.)



**SECTION 00 45 13
QUALIFICATIONS STATEMENT**

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS**

1. SUBMITTED BY:

Official Name of Firm:

Bowcutt Excavation

Address:

5265 N 4700 W

BEAR RIVER CITY, UT 84301

2. SUBMITTED TO:

HYRUM CITY

3. SUBMITTED FOR:

HYRUM CITY 700 E SIDEWALK

Owner:

Hyrum City

Project Name:

200 East Sidewalk Project

TYPE OF WORK:

CONCRETE SIDEWALK INSTALL & PREP

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Blake Bowcutt

Title:

OWNER

Phone:

(435) 291-0676

Email:

blake@bowcuttex.com

5. AFFILIATED COMPANIES:

Name:

N/A

Address:

6. LICENSING

Jurisdiction: UTAH

Type of License: Blw, E100

License Number: 13123659-5501

Jurisdiction: ~~UTAH~~ N/A

Type of License: _____

License Number: _____

REQUIRED ATTACHMENTS

- 1. Subcontractor List (Schedule A)
- 2. Supplier List (Schedule B)

SCHEDULE A

SUBCONTRACTOR LIST

Subcontractor Name	Subcontractor Contact Person	Scheduled Project Items Subcontractor Will Perform	% of total Contract
PIZ PAULIG	Name: RAY GONZALES Address: CORINNA, UT Telephone: 435-279-4213	13 - PAULIS	1%
CMT	Name: CHASE KRAIG Address: DUNDEEN, UT Telephone: 401-855-2215	TESTING ITEM 1	1%
BOLD BUILDERS	Name: TAYLOR BENNETT Address: TREMONTIN, UT Telephone: 435-279-1166	14 - SOME SKEWALK	20%
TARBET CONCRETE CUTTING	Name: ED TARBET Address: ZIONSBIDE, UT Telephone: 435-271-0666	5-9 SAWCUTTING	1%
	Name: Address: Telephone:		

SCHEDULE B

SUPPLIER LIST

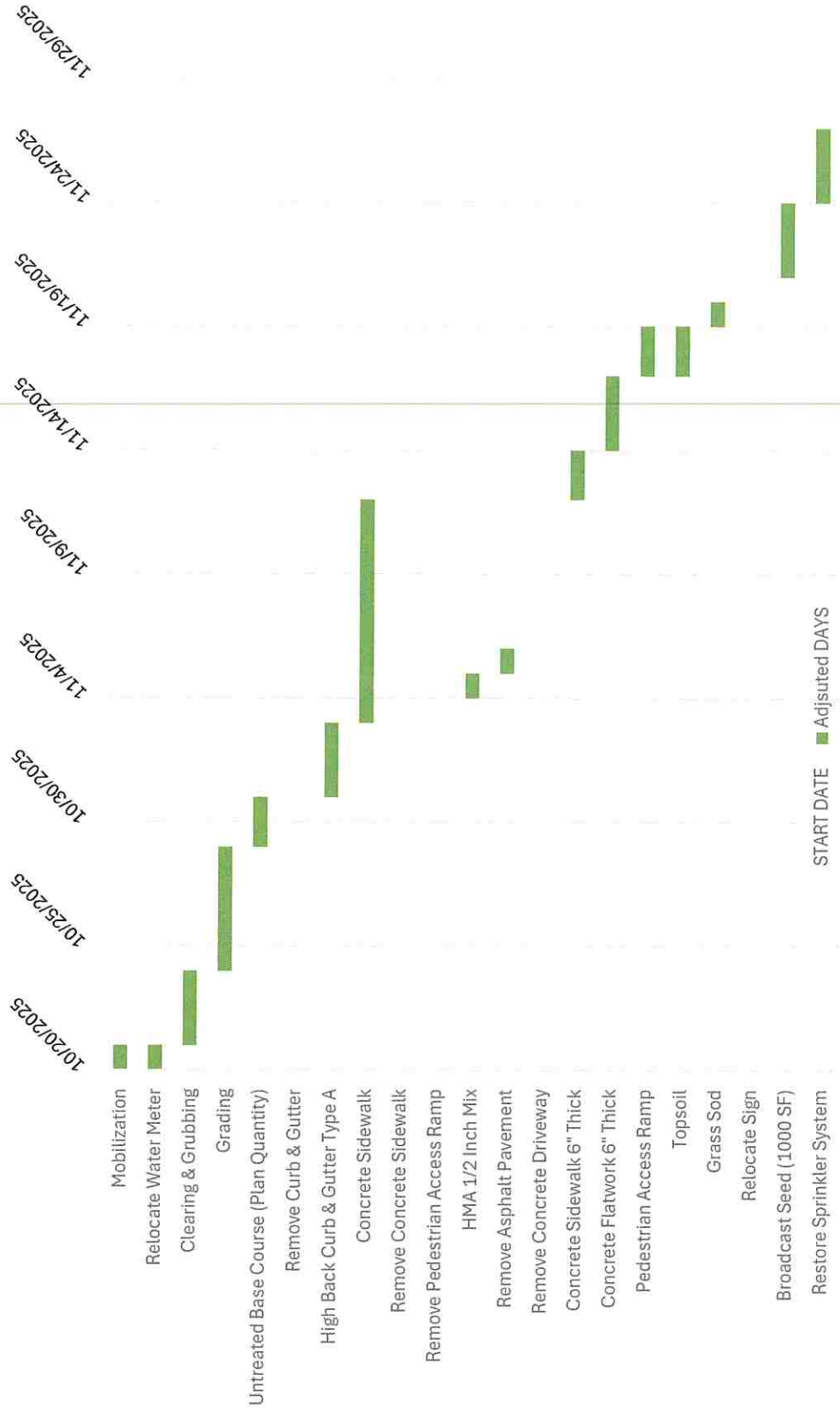
Supplier Name	Supplier Contact Person	Scheduled Project Items
SACK B PARSON	Name: SACK B PARSON Address: LOGAN, UT Telephone: 801-262-1966	Concrete
LEGRAUD SETHLSON	Name: LEGRAUD SETHLSON Address: HERRING, UT Telephone: 435-752-7001	Asphalt
DISGHT STAFFE	Name: BJ Address: MATH, UTAH Telephone: (435) 740-4141	AGGREGATES
	Name: Address: Telephone:	

B BOWCUTT EXCAVATION

Item Description	Quantity	Unit	DAYS	START DATE	END DATE	Adjusted DAYS
Mobilization	1.00	LS	1	10/20/2025	10/21/2025	1
Relocate Water Meter	1.00	EACH	1	10/20/2025	10/21/2025	1
Clearing & Grubbing	1.00	LS	3	10/21/2025	10/24/2025	3
Grading	1.00	LS	3	10/24/2025	10/29/2025	5
Untreated Base Course (Plan Quantity)	55.00	CY	2	10/29/2025	10/31/2025	2
Remove Curb & Gutter	11.00	LF	0.5	10/30/2025	10/30/2025	0
High Back Curb & Gutter Type A	20.00	LF	1	10/31/2025	11/3/2025	3
Concrete Sidewalk	11,045.00	SF	7	11/3/2025	11/12/2025	9
Remove Concrete Sidewalk	7.00	SY	0.5	11/4/2025	11/4/2025	0
Remove Pedestrian Access Ramp	1.00	EACH	0.5	11/4/2025	11/4/2025	0
HMA 1/2 Inch Mix	33.00	TON	1	11/4/2025	11/5/2025	1
Remove Asphalt Pavement	221.00	SY	1	11/5/2025	11/6/2025	1
Remove Concrete Driveway	10.00	SY	0.5	11/5/2025	11/5/2025	0
Concrete Sidewalk 6" Thick	1,420.00	SF	2	11/12/2025	11/14/2025	2
Concrete Flatwork 6" Thick	93.00	SF	1	11/14/2025	11/17/2025	3
Pedestrian Access Ramp	7.00	EACH	2	11/17/2025	11/19/2025	2
Topsoil	645.00	SY	2	11/17/2025	11/19/2025	2
Grass Sod	2,875.00	SF	1	11/19/2025	11/20/2025	1
Relocate Sign	1.00	EACH	0.5	11/20/2025	11/20/2025	0
Broadcast Seed (1000 SF)	3.00	EACH	1	11/21/2025	11/24/2025	3
Restore Sprinkler System	10.00	EACH	3	11/24/2025	11/27/2025	3
			34.5			

B BOWCUTT EXCAVATION

Hyrum City Sidewalk Schedule



END

OF

THIS

BID

October 6, 2025

200 EAST SIDEWALK PROJECT HYRUM CITY, UTAH ADDENDUM #1

NOTICE TO ALL PLAN HOLDERS:

- A. You are hereby notified that the following changes, clarifications, and/or corrections have been made to the Drawings, Specifications, or Contract Documents for the above referenced project.
- B. This ADDENDUM shall become a part of the contract and all provisions of the Contract shall apply thereto.
- C. Please insert this Addendum into your copy of the Contract Documents.
- D. BIDDERS will acknowledge receipt of this ADDENDUM in the space provided in the BID FORM AND BIDDERS PROPOSAL. Failure to acknowledge may result in the Proposal being rejected as nonresponsive.

1. PRE-BID MEETING

- A. Pre-bid Meeting minutes are included as part of this addendum.

2. CHANGES TO CONTRACT AND SPECIFICATIONS

SECTION 00 41 00 BID FORM

Delete Section **00 41 00 BID FORM** and replace with attached document dated October 6, 2025.

Summary of changes:

- Removed Bid Item 12 Granular Borrow (Plan Quantity) from Bid Form
- Removed Bid Items 24 Adjust Sewer Manhole to Grade, 25 Adjust Water Valve to Grade, and 26 Adjust Water Meter to Grade. (Hyrum City will complete this work, including providing and installing risers and lids.)

3. QUESTIONS:

- Q. When can we start work on the job?
- A. The work can be started after the bid is awarded. A portion can be done this season and the remaining work in the next if desired.
- Q. Are you going to be providing survey and testing if required?
- A. Survey will be provided by the City (Foresight Surveying). Testing for the concrete and compaction testing for the UTBC is required and will be at the cost of the contractor. This is in the notes on the plans and the M&P.

Q. I noticed you have 2 line items numbered 12. Also, the Granular Borrow is showing 0 CY. Is that accurate?

A. Granular Borrow should not have been included in the bid schedule. There is no need for Granular Borrow on the job. Any minor fill areas can be filled with native embankment material from cut areas.

Q. In the Measurement & Payment, it states on pedestrian access ramp item #18 that the bid item shall include curb and gutter regarding plan 4-112. Is this required as it is not shown on the construction drawings?

A. Curb and gutter at the pedestrian ramp on the east side of 200 East at 500 South is required, see sheet C-204. Curb and gutter is not required at other ramps.

Q. Was an Engineer Estimate Posted?

A. The Engineer Estimate is \$351,212.50.

4. ATTACHMENTS:

- Pre-Bid Meeting Minutes
- Pre-Bid Meeting Attendance List
- Section 00 41 00 BID FORM

SECTION 00 43 13

BID BOND

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

BIDDER (Name and Address):

Kilgore Companies, LLC
PO Box 869
Magna, UT 84044

SURETY (Name, and Address of Principal Place of Business):

Western Surety Company
151 N. Franklin Street, 17th Floor
Chicago, IL 60606

OWNER (Name and Address):

Hyrum City Corp.
60 West Main Street
Hyrum, UT-84319

BID

Bid Due Date: 10/07/2025

Description (Project Name— Include Location):

Project: Hyrum City 200 East Sidewalk Project

BOND

Bond Number: SM184

Date: 10/01/2025

Penal sum	Five Percent of Bid Amount	\$ 5% of Bid Amount
	(Words)	(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Kilgore Companies, LLC (Seal)
Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

SURETY

Western Surety Company (Seal)
Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Assistant Account Manager

Title

Note: Addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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

Christopher Michael Owens, John E Genet, Jeffrey McCart, Stephen R Adkins, LaToya Cotton Robinson, Individually

of Duluth, GA, 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 14th day of March, 2025.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 14th day of March, 2025, 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

March 2, 2026



M. Bent, 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 1st day of October, 2025.



WESTERN SURETY COMPANY

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 / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



LeGrand Johnson Construction Co.

1000 South Main LOGAN, UTAH 84321 PHONE (435) 752-2000 FAX (435) 752-2968

May 21, 2025

To Whom It May Concern:

Please be advised that as per the contract specifications and documents. I give legal authority for Craig Hibbard, Kilgore Contracting, DBA LeGrand Johnson Construction Company, Lead Estimator, authority to sign all bidding and contract documents for and in behalf of LeGrand Johnson Construction Company.

Please Let me know if you have any questions or concerns.

Sincerely,

Tim Nevenner

Chief Operations Officer

Kilgore Contracting 7057 West 2100 South

Salt Lake City, Utah 84128

801-250-0132

Tim.nevenner@kilgorecontracting.com

October 6, 2025

BID FORM
SECTION 00 41 00

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Hyrum City, at their office located at **60 West Main, Hyrum, Utah 84319.**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>#1</u>	<u>10/6/25</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices (see Section 01 22 00 Measurement and Payment for additional information):

Schedule

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	Lump Sum	1	8,661.05	8,661.05
2	Traffic Control	Lump Sum	1	2,000.00	2,000.00
3	Clearing and Grubbing	Lump Sum	1	2,409.20	2,409.20
4	Grading	Lump Sum	1	8,944.25	8,944.25
5	Remove Asphalt Pavement	Square Yard	221	10.47	2,313.87
6	Remove Concrete Driveway	Square Yard	10	30.59	305.90
7	Remove Concrete Sidewalk	Square Yard	7	39.02	273.14
8	Remove Concrete Curb and Gutter	Linear Feet	11	16.54	181.94
9	Remove Pedestrian Access Ramp	Each	1	355.87	355.87
10	Relocate Sign	Each	1	168.63	168.63
11	Relocate Water Meter	Each	1	2,785.16	2,785.16
12	Untreated Base Course (Plan Quantity)	Cubic Yard	55	69.10	3,800.50
13	HMA - 1/2 Inch Mix	Ton	33	206.16	6,803.28
14	Concrete Sidewalk	Square Feet	11045	10.03	110,781.35

Schedule

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
15	Concrete Sidewalk 6 Inch Thick	Square Feet	1420	13.92	19,766.40
16	Concrete Flatwork 6 Inch Thick	Square Feet	93	12.66	1,177.38
17	High-Back Curb And Gutter (Type A)	Linear Feet	20	55.29	1,105.80
18	Pedestrian Access Ramp	Each	7	2,761.02	19,327.14
19	Detectable Warning Surface	Square Feet	70	51.00	3,570.00
20	Topsoil	Square Yard	645	7.65	4,934.25
21	Grass Sod	Square Feet	2875	1.27	3,651.25
22	Broadcast Seed	1000 Sq Ft	3	.36	1,080.00
23	Restore Sprinkler System	Parcel	10	969.00	9,690.00
				Bid - Total	\$214,086.36

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Kilgore Contracting dba LeGrand Johnson

By:

[Signature]

Cy H's

[Printed name]

Craig Hibbard

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Ryan Leishman

[Printed name]

RYAN LEISHMAN

Title:

ESTIMATOR / PROJECT MANAGER

Submittal Date:

10/7/2025

Address for giving notices:

85 W. 300 S. LOGAN, UT. 84321

Telephone Number:

(435) 752-2000

Fax Number:

Contact Name and e-mail address:

RYAN LEISHMAN

RYAN.LEISHMAN@LSCL.COM

Bidder's License No.:

7741778-5501

(where applicable)

END OF SECTION

**SECTION 00 45 13
QUALIFICATIONS STATEMENT**

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS**

1. SUBMITTED BY:

Official Name of Firm:

LEGRAND JOHNSON CONSTRUCTION

Address:

85 W. 300 S. SUITE 150

LOGAN, UT. 84321

2. SUBMITTED TO:

HYRUM CITY

3. SUBMITTED FOR:

QUALIFICATIONS

Owner:

Hyrum City

Project Name:

200 East Sidewalk Project

TYPE OF WORK:

EXCAVATION, GRADING, PAVING,
CONCRETE

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

RYAN LEISHMAN

Title:

PROJECT MANAGER

Phone:

435-994-2833

Email:

RYAN.LEISHMAN@LJCL.COM

5. AFFILIATED COMPANIES:

Name:

ALTAVEL CONCRETE

Address:

HYRUM, UTAH

SCHEDULE A

SUBCONTRACTOR LIST

Subcontractor Name	Subcontractor Contact Person	Scheduled Project Items Subcontractor Will Perform	% of total Contract
ATAC BUILDERS	Name: JAMES SPURST Address: 2570 E. OVERDA PRESTON, ID. Telephone: 435-881-2466	CONCRETE CAST IN PLACE	
STORMWATER SOLUTIONS	Name: BLAKE MORGAN Address: GARLAND, UT. Telephone: 435-279-0743	LANDSCAPING	
	Name: Address: Telephone:		
	Name: Address: Telephone:		
	Name: Address: Telephone:		

6. LICENSING

Jurisdiction:	
Type of License:	CONTRACTORS
License Number:	7741778-5501
Jurisdiction:	
Type of License:	CONTRACTORS
License Number:	

REQUIRED ATTACHMENTS

- 1. Subcontractor List (Schedule A)
- 2. Supplier List (Schedule B)

SCHEDULE B

SUPPLIER LIST

Supplier Name	Supplier Contact Person	Scheduled Project Items
ALTA VIEW CONCRETE	Name: JASON Address: LATIMER Telephone: 435-994-2012	Concrete
ERCON	Name: KYLE Address: JACKSON, MS. Telephone: 601-933-3000	Asphalt
	Name: Address: Telephone:	
	Name: Address: Telephone:	

CONTRACTOR QUALIFICATION FORM

(List similar projects by the contractor over the past three (3) years)

Name/Date of Project	Dollar Amount of Project	Owner Reference (Name and Tele No.)	Involvement or Role in Project	Project with an Accelerated Schedule	Completion		Site Superintendent	Subcontractors performing major portions of work
					On Time	Within Budget		
Nibley LG0004, LG0012, and FL136 Project 2022	\$1,974,767.00	Flare Construction (Jeremy Richins - 801-244 8014)	Sub-Contractor	Yes	Yes	Yes	Mark Frank	N/A
Wellsville City Streets - 2022	\$75,017.35	City of Wellsville (Scott Wells 435-245-7958)	General	No	yes	yes	Ryan Leishman	N/A
100 West Corridor (City of Logan) 2022-2023	\$9,065,207.85	J-U-B Engineers (Paul Willardson 435-713-9514)	General	Yes	Yes	Yes	Val Swensen	Wadsworth Brothers, Rupp Trucking, Traffic Services, Storm Water Solutions
1800 N 600 W Road Reconstruction (City of Logan) 2022-2023	\$6,098,155.30	City of Logan (Tom Dickenson 435-716-9168)	General	Yes	Yes	Yes	Val Swensen	COP Construction, Rupp Trucking, Traffic Services, Cadillac Concrete
1400 North 600 West Work in UPRR ROW 2023	\$391,714.87	City of Logan (Darek Kimball 435-770-0914)	General	Yes	Yes	Yes	Val Swensen	Traffic Services, Cadillac Concrete
Chain Up area on US-91 in Sardine Canyon 2023	\$241,378.46	UDOT (Nate Nelson 435-245-6151)	General	Yes	yes	Yes	Val Swensen	Traffic Services, Cache Valley Electric
US-91, 3200 S, 2000 W Intersection Realignment 2023-2024	\$2,935,660.96	UDOT (Nate Nelson 435-245-6151)	General	Yes	yes	yes	Val Swensen	Traffic Services, Cadillac Concrete
200 West Street (Center to 200 South) & South Main Street 2023	\$250,930.90	Mendon City (Kirk Taylor 435-770-6138)	General	Yes	yes	yes	Ryan Leishman	Coughlin Company, Traffic Services
Wellsville City Streets - 2023	\$189,937.36	City of Wellsville (Scott Wells 435-245-7958)	General	No	yes	yes	Ryan Leishman	Traffic Services
Craner Field Paving Project 2024	\$366,026.58	City of Preston, ID (Tyrell Simpson 208-852-1817)	General	No	yes	yes	Val Swensen	N/A
Logan Library 2023-2024	\$878,355.00	Hogan & Associates	Sub-Contractor	Yes	yes	yes	Mark Frank	N/A
1000 North Improvements; 250 West to 50 East 2024-2025	\$9,501,047.53	City of Logan (Darek Kimball 435-770-0914)	General	Yes	Current	Current	Val Swensen	Rupp Trucking, Atac Builders, Traffic Services, Cache Valley Electric, Arrow Fence
Smithfield, 250 East Round-About 2024	\$1,205,135.28	Utah Department of Transportation	General	Yes	yes	yes	Ryan Leishman	Traffic Services, Romero Construction, Cache Valley Electric, Storm Water Solutions
Blackstone Headquarters 2024-2025	\$2,219,049.14	R & O Construction	Sub-Contractor	Yes	Current	Current	Ryan Leishman	N/A
Cache County Administration Building Storm Drain 2024	\$231,030.00	Cache County (Jesse Mott)	General	Yes	yes	yes	Quinn Thomas	Traffic Services
SR-30; SR-252 to US-91 2025	\$1,446,326.89	Utah Department of Transportation	General	Yes	Current	Current	Quinn Thomas	Traffic Services, Triple J Concrete, Centerline Development, Coldwater Group, Interstate Companies
US-89; Beaver Creek to Rich County 2025	\$2,127,974.65	Utah Department of Transportation	General	Yes	Current	Current	Tony Timothy	Traffic Services, Coldwater Group, Rowser Construction, Interstate Companies
UDOT SR-39; MP 19.36, Construct Roundabout 2025	\$271,213.20	ACME Construction (Christian Cano)	Sub-Contractor	Yes	Current	Current	Tony Timothy	N/A
South Canyon Pipeline (Cache County) 2025	\$83,087.30	Geneva Rock (Tom Hall)	Sub-Contractor	Yes	Current	Current	Quinn Thomas	N/A
Logan Canyon Fiber Options Phase 3 (UDOT) 2025	\$2,286,758.80	Americom Technology (Saxon)	Sub-Contractor	Yes	Current	Current	Tony Timothy	N/A
Deer Canyon Trailhead 2025	\$500,564.00	Cache County (Jesse Mott)	General	No	Current	Current	Quinn Thomas	Storm Water Solutions, Cadillac Concrete
No. Logan, 2500 North Roundabout (UDOT)	\$1,094,421.00	J-U-B Engineers (Paul Willardson 435-713-9514)	General	Yes	Current	Current	Chris Larson	AWP Safety, Romero Construction, Cache Valley Electric, Storm Water Solutions

**END
OF
THIS
BID**

**SECTION 00 45 13
QUALIFICATIONS STATEMENT**

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS**

1. SUBMITTED BY:

Official Name of Firm: Cook Homes, Inc. dba: Cook Building

Address: 2186 N 1600 E

North Logan, UT 84341

2. SUBMITTED TO:

Hyrum City

3. SUBMITTED FOR:

Hyrum City

Owner:

Hyrum City

Project Name:

200 East Sidewalk Project

TYPE OF WORK:

Sidewalk

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Matt Cook

Title:

President

Phone:

435-764-4779

Email:

matt@cookbuilding.com

5. AFFILIATED COMPANIES:

Name:

N/A

Address:

6. LICENSING

Jurisdiction:	State of Utah
Type of License:	B100-General Building
License Number:	5265458-5501
Jurisdiction:	
Type of License:	
License Number:	

REQUIRED ATTACHMENTS

- 1. Subcontractor List (Schedule A)
- 2. Supplier List (Schedule B)

SCHEDULE A

SUBCONTRACTOR LIST

Subcontractor Name	Subcontractor Contact Person	Scheduled Project Items Subcontractor Will Perform	% of total Contract
Kilgore	Name: Address: Telephone:	Asphalt Paving	2%
Facer Trucking	Name: Address: Telephone:	Trucking	5%
	Name: Address: Telephone:		
	Name: Address: Telephone:		
	Name: Address: Telephone:		

SCHEDULE B

SUPPLIER LIST

Supplier Name	Supplier Contact Person	Scheduled Project Items
Geneva Rock	Name: Address: Telephone:	Concrete
Kilgore	Name: Address: Telephone:	Asphalt
	Name: Address: Telephone:	
	Name: Address: Telephone:	

SECTION 00 43 13

BID BOND

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

BIDDER (Name and Address): Cook Homes Inc. DBA Cook Building
2186 N 1600 E
North Logan, UT 84341

SURETY (Name, and Address of Principal Place of Business): The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (Name and Address): Hyrum City
60 West Main Street
Hyrum, UT 84319

BID

Bid Due Date: October 7, 2025

Description (Project Name— Include Location): Hyrum 200 E Sidewalk Project
200 E and 300 S to Hyrum State Park Beach Access

BOND

Bond Number: 609207741

Date: October 7, 2025


Penal sum	<u>Five Percent of the Accompanying Bid</u>	\$ <u>Amount of 5%</u>
	(Words)	(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Cook Homes Inc. DBA Cook Building (Seal)
Bidder's Name and Corporate Seal

By:


Signature

Matthew Cook
Print Name

Owner
Title

Attest:


Signature

Title

SURETY

The Ohio Casualty Insurance Company (Seal)
Surety's Name and Corporate Seal

By:


Signature (Attach Power of Attorney)

Alex Museus
Print Name

Attorney-In-Fact
Title

Attest:

Shantell Webster
Signature

CSR
Title

Note: Addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

October 6, 2025

BID FORM
SECTION 00 41 00

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Hyrum City, at their office located at **60 West Main, Hyrum, Utah 84319**.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>Oct. 6, 2025</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices (see Section 01 22 00 Measurement and Payment for additional information):

Schedule

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	Lump Sum	1	19,250.00	19,250.00
2	Traffic Control	Lump Sum	1	4,245.00	4,245.00
3	Clearing and Grubbing	Lump Sum	1	17,643.00	17,643.00
4	Grading	Lump Sum	1	18,251.00	18,251.00
5	Remove Asphalt Pavement	Square Yard	221	9.00	1,989.00
6	Remove Concrete Driveway	Square Yard	10	30.00	300.00
7	Remove Concrete Sidewalk	Square Yard	7	30.00	210.00
8	Remove Concrete Curb and Gutter	Linear Feet	11	15.00	165.00
9	Remove Pedestrian Access Ramp	Each	1	875.00	875.00
10	Relocate Sign	Each	1	921.00	921.00
11	Relocate Water Meter	Each	1	1,878.00	1,878.00
12	Untreated Base Course (Plan Quantity)	Cubic Yard	55	50.00	2,750.00
13	HMA - 1/2 Inch Mix	Ton	33	130.00	4,290.00
14	Concrete Sidewalk	Square Feet	11045	8.50	93,882.50

Schedule

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
15	Concrete Sidewalk 6 Inch Thick	Square Feet	1420	9.50	13,490.00
16	Concrete Flatwork 6 Inch Thick	Square Feet	93	9.50	883.50
17	High-Back Curb And Gutter (Type A)	Linear Feet	20	55.00	1,100.00
18	Pedestrian Access Ramp	Each	7	1,420.00	9,940.00
19	Detectable Warning Surface	Square Feet	70	60.00	4,200.00
20	Topsoil	Square Yard	645	4.00	2,580.00
21	Grass Sod	Square Feet	2875	1.20	3,450.00
22	Broadcast Seed	1000 Sq Ft	3	850.00	2,550.00
23	Restore Sprinkler System	Parcel	10	3,400.00	34,000.00
Bid - Total					\$ 238,843.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

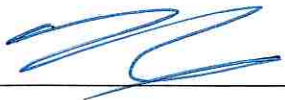
ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Cook Homes, Inc. dba: Cook Building

By:

[Signature]




[Printed name] Matt Cook

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name] Lindsay Cook

Title: Secretary

Submittal Date: Oct.7, 2025

Address for giving notices:

2186 N 1600 E

North Logan, UT 84341

Telephone Number: 435-764-4779

Fax Number: N/A

Contact Name and e-mail address: Matt Cook

matt@cookbuilding.com

Bidder's License No.: 5265458-5501

(where applicable)

END OF SECTION

Cook Building

Hyrum 200 E. Sidewalk

Preliminary Construction Schedule

27-Oct-25	Mobilize
28-Oct-25	Clear and grub along 200 E
3-Nov-25	Prep Sidewalk along 200 E
6-Nov-25	Begin pouring sidewalk along 200 E
4-Dec-25	Pause construction for the season weather depending
16-Mar-26	Begin clear and grub
23-Mar-26	Begin prep sidewalk
30-Mar-26	Begin pour sidewalk
18-May-26	Begin fix sprinklers and landscape
28-May-26	Complete sidewalk and patch asphalt
25-Jun-26	Substantial completion

RESTATED
BYLAWS
OF
COOK HOMES, INC.

(formerly known as COOK BROS. CONSTRUCTION, INC.)

ARTICLE I
OFFICE

The Board of Directors shall designate and the Corporation shall maintain a principal office. The location of the principal office may be changed by the Board of Directors. The Corporation may also have offices in such other places as the Board may from time to time designate.

The location of the principal office of the Corporation shall be: 2186 North 1600 East, North Logan, Utah 84341.

ARTICLE II
SHAREHOLDERS MEETING

Section 1. Annual Meetings. The annual meeting of the shareholders of the Corporation shall be held at such place within or without the State of Utah as shall be set forth in compliance with these Bylaws. The meeting shall be held on the 1st Monday of April of each year, at 10:00 a.m. at the principal office of the Corporation. If such day is a legal holiday, the meeting shall be on the next business day. This meeting shall be for the election of Directors and for the transaction of such other business as may properly come before it.

Section 2. Special Meetings. Special meetings of shareholders, other than those regulated by statute, may be called at any time by the President, or a majority of the Directors, and must be called by the President upon written request of the holders of 51% of the outstanding shares entitled to vote at such special meeting. Written notice of such meeting stating the place, the date and hour of the meeting, the purpose or purposes for which it is called, and the name of the person by whom or at whose direction the meeting is called shall be given. The notice shall be given to each shareholder of record in the same manner as notice of the annual meeting. No business other than that specified in the notice of the meeting shall be transacted at any such special meeting.

Section 3. Notice of Shareholders Meetings. The Secretary shall give written notice stating the place, day, and hour of both annual and special meetings, and in the case of a special meeting, the purpose or purposes for which the meeting is called, which shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally or by mail to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at the shareholder's address as it appears on the books of the Corporation, with postage prepaid. A certificate or an affidavit of the mailing or other means of giving any notice of any shareholders' meeting shall be executed by the person giving such notice, and shall be filed and maintained in the minute book of the Corporation.

Section 4. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Utah, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of Utah, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Corporation.

Section 5. Quorum. A majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At a meeting resumed after any such adjournment at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of shareholders in such number that less than a quorum remain.

Section 6. Voting. A holder of an outstanding share, entitled to vote at a meeting, may vote at such meeting in person or by proxy. Except as may otherwise be provided in the Articles of Incorporation, every shareholder shall be entitled to one (1) vote for each share standing in the shareholder's name on the record of shareholders. Except as herein or in the Articles of Incorporation otherwise provided, all corporate action shall be determined by 51% of the votes cast at a meeting of shareholders by the holder of shares entitled to vote thereon.

Section 7. Voting. Only persons in whose names shares entitled to vote stand on the stock records of the Corporation at the close of business on the business day next preceding the day on which notice is given (or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held) shall be entitled to vote at such meeting. All votes may be by voice vote or by ballot; provided, however, that all elections for directors must be by ballot upon demand by a shareholder at any election and before the voting begins.

At a shareholders' meeting involving the election of Directors, no shareholder shall be entitled to cumulate votes (i.e., cast for any one or more candidates a number of votes greater than the number of the shareholder's shares) unless such candidate or candidates' names have been placed in nomination prior to the voting and a shareholder has given notice prior to the voting of the shareholder's intention to cumulate votes. If any shareholder has given such notice, then every shareholder entitled to vote may cumulate such shareholder's votes for candidates in nomination and give one candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which such shareholder's shares are entitled, or distribute the shareholder's votes on the same principle among any or all of the candidates, as the shareholder thinks fit. The candidates receiving the highest number of votes up to the number of Directors to be elected shall be elected.

Section 8. Proxies. At all meetings of shareholders, a shareholder may vote in person or by proxy executed in writing by the shareholder or by the shareholder's duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 9. Action by Written Consent. Any action required to be taken at a meeting of the shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if a written consent (or counterparts thereof) setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation as they deem proper.

Section 2. Number, Tenure and Qualifications. The number of Directors of the Corporation shall be not less than three (3) nor more than nine (9) unless the number of shareholders is fewer than three (3), in which case the number of directors shall be no less than the number of shareholders. The initial number of Directors shall be one (1). Each Director shall hold office until the first to occur of (i) the next annual meeting of shareholders is held and successor Directors duly elected or (ii) until earlier resignation or removal as provided herein. Directors need not be residents of the State of Utah or shareholders of the Corporation.

Section 3. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than by this Bylaw, immediately following after and at the same place as the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than this resolution.

Section 4. Special Meeting. Special meetings of the Board of Directors may be called by order of the Chairman of the Board, the President, or by a majority of the Directors. The Secretary, of the Corporation or other designated agent shall give notice of the time, place and purpose or purposes of each special meeting by personal delivery or by telephone to each Director or sent by first class mail, charges prepaid, addressed to each Director at the Director's address as it is shown upon the records of the Corporation. In case such notice is mailed, it shall be deposited in the United States mail at least five (5) days prior to the time of the holding of the meeting. In case such notice is delivered personally or by telephone to a Director, it shall be delivered, personally or by telephone, at least forty-eight (48) hours prior to the holding of the meeting. Any oral notice given personally or by telephone may be communicated to either the Director or to a person at the office of the Director who the person giving the notice has reason to believe will promptly communicate it to the Director.

Section 5. Quorum. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business, but less than a quorum may adjourn any meeting from time to time until a quorum shall be present, whereupon the meeting may be held, as adjourned, without further notice. At any meeting at which every Director shall be present, even though without any notice, any business may be transacted.

Section 6. Manner of Acting. At all meetings of the Board of Directors, each Director shall have one vote. The act of a majority present at a meeting shall be the act of the Board of Directors, provided a quorum is present.

Section 7. Vacancies. A vacancy in the Board of Directors shall be deemed to exist in case of death, resignation, or removal of any Director, or if the authorized number of Directors be increased, or if the shareholders fail at any meeting of share-holders at which any Director is to be elected, to elect the full authorized number to be elected at that meeting.

Section 8. Removals. Directors may be removed at any time by a vote of the shareholders holding 51% of the shares outstanding and entitled to vote. Such vacancy shall be filled by the Directors then in office, though less than a quorum, to hold office until the next annual meeting or until a successor is duly elected and qualified, except that any directorship to be filled by reason of removal by the shareholders may be filled by election by the shareholders at the meeting at which the Director is removed. No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of the Director's term of office.

Section 9. Resignation. A Director may resign at any time by delivering written notification to the President or Secretary of the Corporation. Resignation shall become effective upon its acceptance by the Board of Directors' provided, however, that if the Board of Directors has not acted within ten (10) days from the date of its delivery, the resignation shall upon the tenth day, be deemed accepted.

Section 10. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director expressly enters a dissent to such action at the time the Board votes thereon or unless the Director shall give written or verbal dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof. However, such subsequent right of dissent shall not apply to a Director who voted in favor of such action.

Section 11. Compensation. By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, and Directors who are not also employees of the Corporation may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as Director. No such payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 12. Emergency Power. When, due to a national disaster or death, a majority of the Directors are incapacitated or otherwise unable to attend the meetings and function as Directors, the remaining members of the Board of Directors shall have all the powers necessary to function as a complete Board, and for the purpose of doing business and filling vacancies shall constitute a quorum, until such time as all Directors can attend or vacancies can be filled pursuant to these Bylaws.

Section 13. Chairman. The Board of Directors may elect from its own number a Chairman of the Board, who shall preside at all meetings of the Board of Directors, and shall perform such other duties as may be prescribed from time to time by the Board of Directors.

ARTICLE IV OFFICERS

Section 1. Number. The officers of the Corporation shall be a President, one or more Vice-Presidents, a Secretary and a Treasurer, each of whom shall be elected by a majority vote of the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. In its discretion, the Board of Directors may leave unfilled for any such period as it may determine any office except those of President and Secretary. Any two (2) or more

offices may be held by the same person, except the offices of President and Secretary which may be held by the same person if the corporation has fewer than two (2) shareholders. Officers need not be directors or shareholders of the Corporation.

Section 2. Election and Term of Office. The officers of the Corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until a successor shall have been duly elected and shall have qualified or until the death, resignation or removal in the manner provided.

Section 3. Resignations. Any officer may resign at any time by delivering a written resignation either to the President or to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Section 4. Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any such removal shall require a majority vote of the Board of Directors, exclusive of the officer in question if the individual is also a Director.

Section 5. Vacancies. A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the term.

Section 6. President. The President shall be the chief executive and administrative office of the Corporation. In the absence of the Chairman of the Board, the President shall preside at all meetings of the stockholders and at meetings of the Board of Directors. The President shall exercise such duties as customarily pertain to the office of President and shall have general and active supervision over the property, business, and affairs of the Corporation and over its several officers. The President may appoint officers, agents or employees other than those appointed by the Board of Directors. The President may sign, execute and deliver in the name of the Corporation powers of attorney, contracts, bonds and other obligations, and shall perform such other duties as may be prescribed from time to time by the Board of Directors or by the Bylaws.

Section 7. Vice-President. The Board of Directors may appoint one or more Vice-Presidents which shall have such powers and perform such duties as may be assigned to them by the Board of Directors or the President. A Vice-President may sign and execute contracts and other obligations pertaining to the regular course of the Vice-President's duties.

Section 8. Secretary. The Secretary shall keep the minutes of all meetings of the stockholders and of the Board of Directors. The Secretary shall cause notice to be given of meetings of stockholders and of the Board of Directors. The Secretary shall have custody of the corporate seal and general charge of the records, documents and papers of the Corporation not pertaining to the performance of the duties vested in other officers, which shall at all reasonable times be open to the examination of any Director. The Secretary may sign or execute contracts with the President or a Vice-President authorized in the name of the Corporation and affix the seal of the Corporation. The Secretary shall perform such other duties as may be prescribed from time to time by the Board of Directors or by the Bylaws. Assistant Secretaries, if any, shall assist the Secretary and shall keep the record of such minutes of meetings as shall be directed by the Board of Directors.

Section 9. Treasurer. The Treasurer shall have general custody of the collection and disbursement of funds of the Corporation. The Treasurer shall endorse on behalf of the Corporation for collection checks, notes and other obligations, and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as the Board of Directors may designate. The Treasurer may sign, with the President or such other persons as may be designated for the purpose by the Board of Directors, all bills of exchange or promissory notes of the Corporation. The Treasurer shall enter or cause to be entered regularly in the books of the Corporation full and accurate account of all monies received and paid on account of the Corporation; shall at all reasonable times exhibit the books and accounts to any Director of the Corporation upon application at the office of the Corporation during business hours; and, whenever required by the Board of Directors or the President, shall render a statement of accounts. The Treasurer shall perform such other duties as may be prescribed from time to time by the Board of Directors or by the Bylaws.

Section 10. Other Officers. Other officers shall perform such duties and have such powers as may be assigned to them by the Board of Directors.

Section 11. Salaries. The salaries or other compensation of the officers of the Corporation shall be fixed from time to time by the Board of Directors, except that the Board of Directors may delegate to any person or group of persons the power to fix the salaries or other compensation of any subordinate officers or agents. No officer shall be prevented from receiving any such salary or compensation by reason of the fact that the officer is also a Director of the Corporation.

Section 12. Surety Bonds. In case the Board of Directors shall so require, any officer or agent of the Corporation shall execute to the Corporation a bond in such sums and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of duties to the Corporation, including responsibility for negligence and for the accounting for the property, monies, or securities of the Corporation.

ARTICLE V CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Loans. No loan or advances shall be contracted on behalf of the Corporation, no negotiable paper or other evidence of its obligation under any loan or advance shall be issued in its name, and no property of the Corporation shall be mortgaged, pledged, hypothecated or transferred as security for the payment of any loan, advance, indebtedness or liability of the Corporation unless and except as authorized by the Board of Directors. Any such authorization may be general or confined to specific instances.

Section 3. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select, or as may be selected by any officer or agent authorized to do so by the Board of Directors.

Section 4. Checks and Drafts. All notes, drafts, acceptances, checks, endorsements and evidences of indebtedness of the Corporation shall be signed by such officer or officers or such agent or agents of the Corporation and in such manner as the Board of Directors from time to time may determine. Endorsements for deposit to the credit of the Corporation in any of its duly authorized depositories shall be made in such manner as the Board of Directors from time to time may determine.

Section 5. Bonds and Debentures. Every bond or debenture issued by the Corporation shall be evidenced by an appropriate instrument which shall be signed by the President or a Vice-President and by the Treasurer or by the Secretary, and sealed with the seal of the Corporation. The seal may be facsimile, engraved or printed.

ARTICLE VI CAPITAL STOCK

Section 1. Certificate of Share. The shares of the Corporation shall be represented by certificates prepared by the Board of Directors and signed by the President or the Vice-President and by the Secretary, and sealed with the seal of the Corporation or a facsimile. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

Section 2. Transfer of Shares. Transfer of shares of the Corporation shall be made only on the stock transfer books of the Corporation by the holder of record or by the holder's legal representative, who shall furnish proper evidence of authority to transfer, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner for all purposes.

Section 3. Transfer Agent and Registrar. The Board of Directors shall have power to appoint one or more transfer agents and registrars for the transfer and registration of certificates of stock of any class, and may require that stock certificates shall be countersigned and registered by one or more of such transfer agents and registrars.

Section 4. Lost or Destroyed Certificates. The Corporation may issue a new certificate to replace any certificate issued by it alleged to have been lost or destroyed upon such terms and indemnity as the Board of Directors may prescribe.

Section 5. Consideration for Shares. The capital stock of the Corporation shall be issued for such consideration, but not less than the par value thereof, as shall be fixed from time to time by the Board of Directors. In the absence of fraud, the determination of the Board of Directors as to the value of any property or services received in full or partial payment of shares shall be conclusive.

Section 6. Registered Shareholders. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder, in fact, and shall not be bound to recognize any equitable or other claim to or on behalf of this Corporation any and all of the rights and powers incident to the ownership of such stock at any meeting of the shareholders, and shall have power and authority to execute and deliver proxies and consents on behalf of this Corporation of the rights and powers incident to the ownership of such stock. The Board of Directors, from time to time, may confer like powers upon any other person or persons.

ARTICLE VII INDEMNIFICATION

Section 1. Indemnification. No officer or Director shall be personally liable for any obligations of the Corporation or for any duties or obligations arising out of any acts or conduct of said officer or Director performed for or on behalf of the Corporation. The Corporation shall and does hereby indemnify and hold harmless each person, heirs and administrators who shall serve at any time as a Director and/or officer of the Corporation from and against any and all claims, judgments and liabilities to which such persons shall become subject by reason of having been a Director or officer of the Corporation, or by reason of any action taken or omitted to have been taken as such Director or officer, and shall reimburse each such person for all legal and other expenses reasonably incurred in connection with any such claim or liability, including power to defend such person from all suits or claims as provided for under the provisions of the Utah Revised Business Corporation Act; provided, however, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of such person's own negligence or willful misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which such person may lawfully be entitled, nor shall these Bylaws restrict the right of the Corporation to indemnify or reimburse such person in any proper case, even though not specifically provided for. The Corporation, its directors, officers, employees and agents shall be fully protected in taking any action or making any payment, or in refusing so to do in reliance upon the advice of counsel.

Section 2. Other Indemnification. The indemnification provided shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of stockholders or directors (whether disinterested or not), or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be director, officer or employee, and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 3. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against liability.

Section 4. Settlement by Corporation. The right of any person to be indemnified shall be subject always to the right of the Corporation by its Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the sole expense of the Corporation by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VIII
WAIVER OF NOTICE

Whenever any notice is required to be given to any shareholder or Director of the Corporation under the provisions of these Bylaws, or under the provisions of the Articles of Incorporation, or under the provisions of the Utah Revised Business Corporation Act, a waiver in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute a waiver of notice of such meetings, except where attendance is for the express purpose of objecting to the legality of that meeting.

ARTICLE IX
AMENDMENTS

These Bylaws may be altered, amended, repealed, or new bylaws adopted by a majority vote of the entire Board of Directors at any regular or special meeting. Any bylaw adopted by the Board may be repealed or changed by action of the shareholders.

ARTICLE X
FISCAL YEAR

The fiscal year of the Corporation shall be fixed and may be varied by resolution of the Board of Directors.

ARTICLE XI
DIVIDENDS


The Board of Directors may at any regular or special meeting, as they deem advisable, declare dividends payable out of the surplus of the Corporation.

ARTICLE XII
CORPORATE SEAL

The seal of the Corporation shall be in the form of a circle and shall bear the name of the Corporation and the year of incorporation per sample affixed.

These Bylaws of Cook Homes, Inc., were adopted unanimously on the 20 day of Feb. 2025.

 Pres.
Matthew Cook, President

 Sec.
Matthew Cook, Secretary



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208218-977480**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, _____ Alex Museus; Ashley Museus; Jennifer Jordan

all of the city of Logan state of UT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of June, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of June, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of October, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**END
OF
THIS
BID**

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Hyrum City, at their office located at **60 West Main, Hyrum, Utah 84319.**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>10.06.25</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

- reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices (see Section 01 22 00 Measurement and Payment for additional information):

Schedule

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	Lump Sum	1	\$16,500.00	\$16,500.00
2	Traffic Control	Lump Sum	1	\$4,662.00	\$4,662.00
3	Clearing and Grubbing	Lump Sum	1	\$50,174.30	\$50,174.30
4	Grading	Lump Sum	1	\$41,625.00	\$41,625.00
5	Remove Asphalt Pavement	Square Yard	221	\$136.75	\$30,663.75
6	Remove Concrete Driveway	Square Yard	10	\$249.75	\$2,497.50
7	Remove Concrete Sidewalk	Square Yard	7	\$249.75	\$1,748.25
8	Remove Concrete Curb and Gutter	Linear Feet	11	\$249.75	\$2,747.25
9	Remove Pedestrian Access Ramp	Each	1	\$1,942.50	\$1,942.50
10	Relocate Sign	Each	1	\$360.75	\$360.75
11	Relocate Water Meter	Each	1	\$1,980.00	\$1,980.00
12	Untreated Base Course (Plan Quantity)	Cubic Yard	55	\$39.96	\$2,197.80
13	HMA - 1/2 Inch Mix	Ton	33	\$292.39	\$9,648.87
14	Concrete Sidewalk	Square Feet	11045	\$9.44	\$104,264.80

Schedule

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
15	Concrete Sidewalk 6 Inch Thick	Square Feet	1420	\$10.55	\$14,981.00
16	Concrete Flatwork 6 Inch Thick	Square Feet	93	\$10.54	\$980.22
17	High-Back Curb And Gutter (Type A)	Linear Feet	20	\$55.50	\$1,110.00
18	Pedestrian Access Ramp	Each	7	\$732.50	\$5,027.50
19	Detectable Warning Surface	Square Feet	70	\$55.50	\$3,885.00
20	Topsoil	Square Yard	645	\$6.44	\$4,153.80
21	Grass Sod	Square Feet	2875	\$1.76	\$5,060.00
22	Broadcast Seed	1000 Sq Ft	3	.50	\$1,500.00
23	Restore Sprinkler System	Parcel	10	\$388.50	\$3,885.00
				Bid - Total	\$312,395.29

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Landmark Companies LLC

By:

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

1670 South Highway 165
Providence, Utah 84332

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

435-755-7600

N/A

Tyson Coleman

bids@lmc.utah.com

12224932-5501

(where applicable)

END OF SECTION

<p align="center">STATE OF UTAH DEPARTMENT OF COMMERCE ACTIVE LICENSE</p> <p align="center">Landmark Companies, LLC 1670 S HWY 165 STE 101 PROVIDENCE UT 84332</p> <p>EFFECTIVE 05/04/2021</p> <p>EXPIRATION 11/30/2025</p>	<p>REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)</p> <p>12224932-5501 Contractor With LRF</p> <p>B100, E100, E200, S350</p> <p>DBAs: None Associated</p>
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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.

LANDMARK COMPANIES, LLC
1670 S HWY 165 STE 101
PROVIDENCE UT 84332

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: 05/04/2021

EXPIRATION DATE: 11/30/2025

ISSUED TO: Landmark Companies, LLC
1670 S HWY 165 STE 101
PROVIDENCE UT 84332

**REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)**

12224932-5501 Contractor With LRF DBAs: None Associated

B100, E100, E200, S350

SECTION 00 43 13 BID BOND

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

BIDDER (Name and Address):

Landmark Companies, LLC
1670 S HWY 165, Suite 101
Providence UT 84332

SURETY (Name, and Address of Principal Place of Business):

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

OWNER (Name and Address):

Hyrum City
60 W Main Street
Hyrum, UT 84319
BID

Bid Due Date: 10/07/2025

Description (Project Name— Include Location): Hyrum City 200 East Sidewalk

BOND

Bond Number: 001

Date: 10/02/2025

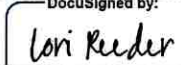
Penal sum Five Percent of Bid \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Landmark Companies LLC (Seal)

Bidder's Name and Corporate Seal

By: 
Signature

Lori Reeder

Print Name

Member

Title

Attest: 
Signature


Witness

Title

SURETY

United States Fire Insurance Company (Seal)

Surety's Name and Corporate Seal

By: 
Signature (Attach Power of Attorney)

Barbara Shelton

Print Name

Attorney In fact

Title

Attest: 
Signature

Witness

Title

Note: Addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**SECTION 00 45 13
QUALIFICATIONS STATEMENT**

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS**

1. SUBMITTED BY:

Official Name of Firm:

Landmark Companies LLC

Address:

1670 S. Highway 165

Providence, Utah 84332

2. SUBMITTED TO:

3. SUBMITTED FOR:

Owner:

Hyrum City

Project Name:

200 East Sidewalk Project

TYPE OF WORK:

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Tyson Coleman

Title:

Project Manager/Vice President

Phone:

435-755-7600

Email:

bids@lncutah.com

5. AFFILIATED COMPANIES:

Name:

N/A

Address:

6. LICENSING

Jurisdiction:

Type of License:

License Number:

Jurisdiction:

Type of License:

License Number:

General Contractor
12224932-5501

REQUIRED ATTACHMENTS

1. Subcontractor List (Schedule A)
2. Supplier List (Schedule B)

SCHEDULE A
























SUBCONTRACTOR LIST

Subcontractor Name	Subcontractor Contact Person	Scheduled Project Items Subcontractor Will Perform	% of total Contract
U&B Asphalt	Name: Jake Phillips Address: 1957 N. 500W. Plain City, Utah Telephone: 801-710-5000	Asphalt	32%
Ascent Landscape	Name: Cameron Gullachner Address: 472 West 250 South Humble Park, Utah Telephone: 801-604-9102	Landscaping	22%
	Name: Address: Telephone:		
	Name: Address: Telephone:		
	Name: Address: Telephone:		

SCHEDULE B

SUPPLIER LIST

Supplier Name	Supplier Contact Person	Scheduled Project Items
N/A	Name: Address: Telephone:	Concrete
	Name: Address: Telephone:	Asphalt
	Name: Address: Telephone:	
	Name: Address: Telephone:	

WBS	Task Name	Start Date	End Date	Add	2025 - 2027					
					Sep - Nov	Dec - Feb	Mar - May	Jun - Aug	Sep - Nov	Dec - Feb
1	 Hyrum City Sidewalk	10/20/2025	04/30/2027		 Hyrum City Sidewalk					
1.1	 Contracts in place start grub	10/20/2025	04/30/2027		 Contracts in place start grubbing					
1.2	 Start at station 104 working	10/20/2025	11/28/2025			Start at station 104 working East to edge of driveways				
1.3	 Grade pour flatwork all area	11/27/2025	11/27/2025			Grade pour flatwork all areas unrelated to asphalt				
1.4	 Grub and pour sidewalk we	11/27/2025	12/10/2025				Grub and pour sidewalk weather permitting			
1.5	 Spring complete all concret	03/02/2026	04/03/2026					Spring complete all concrete		
1.6	 Remove replace asphalt dri	04/06/2026	04/17/2026					Remove replace asphalt driveways pave		
1.7	 Substantial completion lay s	04/20/2026	04/24/2026					Substantial completion lay sod touchup any punch items		

END

OF

THIS

BID

September 2, 2025

BID FORM
SECTION 00 41 00

TABLE OF CONTENTS

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ARTICLE 9 – Bid Submittal	6

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Hyrum City, at their office located at **60 West Main, Hyrum, Utah 84319.**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
1	10.6.2025

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices (see Section 01 22 00 Measurement and Payment for additional information):

Schedule

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	Lump Sum	1	\$23,100.00	\$23,100.00
2	Traffic Control	Lump Sum	1	\$5,445.00	\$5,445.00
3	Clearing and Grubbing	Lump Sum	1	\$16,705.56	\$16,705.56
4	Grading	Lump Sum	1	\$6,682.23	\$6,682.23
5	Remove Asphalt Pavement	Square Yard	221	\$23.27	\$5,141.57
6	Remove Concrete Driveway	Square Yard	10	\$29.70	\$297.00
7	Remove Concrete Sidewalk	Square Yard	7	\$29.70	\$207.90
8	Remove Concrete Curb and Gutter	Linear Feet	11	\$27.50	\$302.50
9	Remove Pedestrian Access Ramp	Each	1	\$550.00	\$550.00
10	Relocate Sign	Each	1	\$440.00	\$440.00
11	Relocate Water Meter	Each	1	\$1,100.00	\$1,100.00
12	Granular Borrow (Plan Quantity)	Cubic Yard	8	\$45.38	
12	Untreated Base Course (Plan Quantity)	Cubic Yard	55	\$71.50	\$3,932.50
13	HMA - 1/2 Inch Mix	Ton	33	\$185.63	\$6,125.63

Schedule

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
14	Concrete Sidewalk	Square Feet	11045	\$19.80	\$218,691.00
15	Concrete Sidewalk 6 Inch Thick	Square Feet	1420	\$24.20	\$34,364.00
16	Concrete Flatwork 6 Inch Thick	Square Feet	93	\$24.20	\$2,250.60
17	High-Back Curb And Gutter (Type A)	Linear Feet	20	\$28.60	\$572.00
18	Pedestrian Access Ramp	Each	7	\$495.00	\$3,465.00
19	Detectable Warning Surface	Square Feet	70	\$55.00	\$3,850.00
20	Topsoil	Square Yard	645	\$6.91	\$4,455.00
21	Grass Sod	Square Feet	2875	\$2.31	\$6,641.25
22	Broadcast Seed	1000 Sq Ft	3	\$181.50	\$544.50
23	Restore Sprinkler System	Parcel	10	\$1,980.00	\$19,800.00
24	Adjust Sewer Manhole To Grade	Each	1	\$1,100.00	\$1,100.00
25	Adjust Water Valve to Grade	Each	1	\$1,100.00	\$1,100.00
26	Adjust Water Meter to Grade	Each	5	\$1,100.00	\$5,500.00
Bid - Total					\$ \$364,663.23

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

JUNIPER EARTHWORKS

By:

[Signature]

[Printed name]

MCKAY WILSON

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

MARYBETH WILSON

Title:

WITNESS

Submittal Date:

10.4.2025

Address for giving notices:

2853 DAINES WAY, NORTH LOGAN, UT 84341

Telephone Number:

435.512.8365

Fax Number:

Contact Name and e-mail address:

MCKAY WILSON

info@juniperearthworks.com

Bidder's License No.:

13380617-5501

(where applicable)

END OF SECTION

**SECTION 00 45 13
QUALIFICATIONS STATEMENT**

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS**

1. SUBMITTED BY:

Official Name of Firm: JUNIPER EARTHWORKS LLC

Address: 2853 DAINES WAY

NORTH LOGAN

UTAH, 84341

2. SUBMITTED TO: HYRUM CITY

3. SUBMITTED FOR: 200 EAST SIDEWALK PROJECT

Owner: Hyrum City

Project Name: 200 East Sidewalk Project

TYPE OF WORK:

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: MCKAY WILSON

Title: OWNER

Phone: 435.512.8365

Email: info@juniperearthworks.com

5. AFFILIATED COMPANIES:

Name: _____

Address: _____

6. LICENSING

Jurisdiction: UTAH

Type of License: GENERAL CONTRACTOR

License Number: 13380617-5501

Jurisdiction: _____

Type of License: _____

License Number: _____

REQUIRED ATTACHMENTS

1. Subcontractor List (Schedule A)
2. Supplier List (Schedule B)

SCHEDULE A

SUBCONTRACTOR LIST

Subcontractor Name	Subcontractor Contact Person	Scheduled Project Items Subcontractor Will Perform	% of total Contract
GRANGE CONSTRUCTION	Name: DJ GRANGE Address: WELLSVILLE, UT Telephone: (435) 994-2260	14-19 CONCRETE FLATWORK AND CURB AND GUTTER	38%
BLACK MAGIC ASPHALT	Name: ALEX MITCHELL Address: LOGAN, UT Telephone: (435) 265-5048		
	Name: Address: Telephone:		
	Name: Address: Telephone:		
	Name: Address: Telephone:		

SCHEDULE B

SUPPLIER LIST

Supplier Name	Supplier Contact Person	Scheduled Project Items
LEGRAND JOHNSON	Name: JASON LATIMER Address: HYRUM, UT Telephone: 435-994-2012	Concrete
LEGRAND JOHNSON	Name: JASON LATIMER Address:HYRUM, UT Telephone: 435-994-2012	Asphalt
	Name: Address: Telephone:	
	Name: Address: Telephone:	

October 6, 2025

200 EAST SIDEWALK PROJECT HYRUM CITY, UTAH ADDENDUM #1

NOTICE TO ALL PLAN HOLDERS:

- A. You are hereby notified that the following changes, clarifications, and/or corrections have been made to the Drawings, Specifications, or Contract Documents for the above referenced project.
- B. This ADDENDUM shall become a part of the contract and all provisions of the Contract shall apply thereto.
- C. Please insert this Addendum into your copy of the Contract Documents.
- D. BIDDERS will acknowledge receipt of this ADDENDUM in the space provided in the BID FORM AND BIDDERS PROPOSAL. Failure to acknowledge may result in the Proposal being rejected as nonresponsive.

1. PRE-BID MEETING

- A. Pre-bid Meeting minutes are included as part of this addendum.

2. CHANGES TO CONTRACT AND SPECIFICATIONS

SECTION 00 41 00 BID FORM

Delete Section **00 41 00 BID FORM** and replace with attached document dated October 6, 2025.

Summary of changes:

- Removed Bid Item 12 Granular Borrow (Plan Quantity) from Bid Form
- Removed Bid Items 24 Adjust Sewer Manhole to Grade, 25 Adjust Water Valve to Grade, and 26 Adjust Water Meter to Grade. (Hyrum City will complete this work, including providing and installing risers and lids.)

3. QUESTIONS:

- Q. When can we start work on the job?
- A. The work can be started after the bid is awarded. A portion can be done this season and the remaining work in the next if desired.
- Q. Are you going to be providing survey and testing if required?
- A. Survey will be provided by the City (Foresight Surveying). Testing for the concrete and compaction testing for the UTBC is required and will be at the cost of the contractor. This is in the notes on the plans and the M&P.

Q. I noticed you have 2 line items numbered 12. Also, the Granular Borrow is showing 0 CY. Is that accurate?

A. Granular Borrow should not have been included in the bid schedule. There is no need for Granular Borrow on the job. Any minor fill areas can be filled with native embankment material from cut areas.

Q. In the Measurement & Payment, it states on pedestrian access ramp item #18 that the bid item shall include curb and gutter regarding plan 4-112. Is this required as it is not shown on the construction drawings?

A. Curb and gutter at the pedestrian ramp on the east side of 200 East at 500 South is required, see sheet C-204. Curb and gutter is not required at other ramps.

Q. Was an Engineer Estimate Posted?

A. The Engineer Estimate is \$351,212.50.

4. ATTACHMENTS:

- Pre-Bid Meeting Minutes
- Pre-Bid Meeting Attendance List
- Section 00 41 00 BID FORM

HELPING EACH OTHER
CREATE BETTER COMMUNITIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

PRE-BID MEETING AGENDA

DATE: September 25, 2025 TIME: 3:30 PM
PROJECT NAME: 200 East Sidewalk
MEETING LOCATION: Hyrum City Offices
ATTENDEES: Non- Mandatory

I. Bidding Schedule

- A. Pre-Bid Meeting – Pre-Bid meeting September 25, 2025
- B. Last Day for Questions – October 3, 2025 5pm
- C. Addendum Posting – October 6, 2025 5pm
- D. Bids Due/Bid Opening – October 7, 2025 4pm

II. Project Overview

- A. Hyrum 200 East Sidewalk Project
 - 1. The project consists of constructing concrete sidewalk along the west side of 200 East and the south side of 500 South between 300 South and the Hyrum State Park Day Use Beach Area access.
 - 2. Tree trimming to be completed by Hyrum City staff

III. General Scheduling

- A. The project substantial completion is May 1, 2026.
 - 1. The landscaping work such as seeding and replacement of sod for project close-out must be completed by June 30th, 2026.
- B. Weekend and Holiday work – Need Prior Approval

IV. Other Requirements



J-U-B ENGINEERS, INC.

THE
LANGDON
GROUPGATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

V. Bidding

- A. Bid Security
 - 1. A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price.
- B. Construction Schedule
 - 1. Please submit a construction schedule with bid. The construction schedule is not required but is highly encouraged.

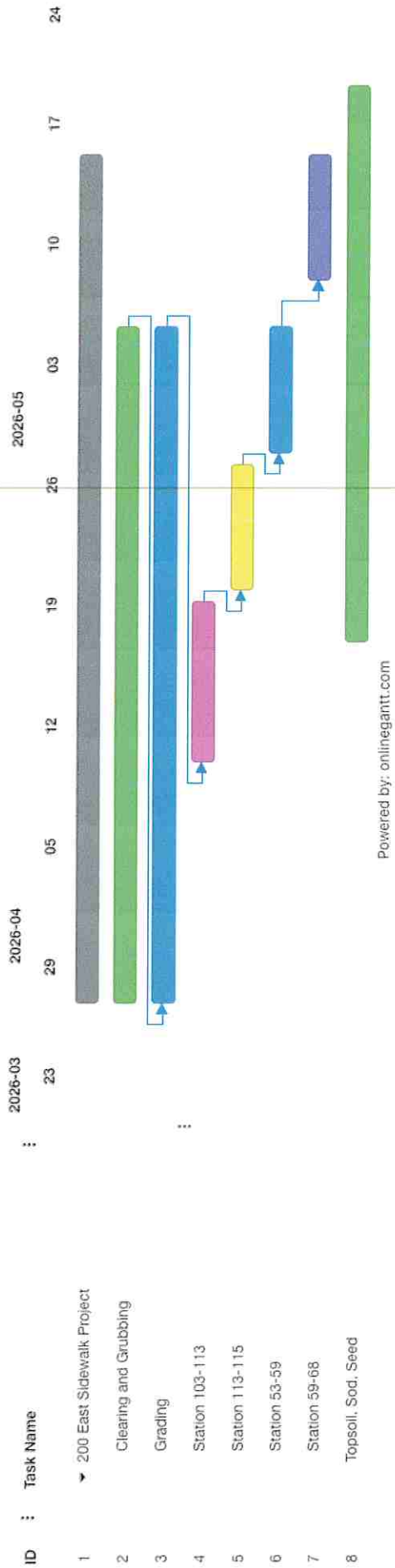
VI. Questions

- A. What are the work hours for the project?
 - 1. Noise ordinance dictates that work cannot begin earlier than 7:00 AM.
 - 2. Typical work hours are 7:00 AM to 5:00 PM.
 - a) Approval may be given for work until 8:00 PM at the discretion of Hyrum City
- B. Is the 6" Thick Sidewalk just within the limits of the driveways?
 - 1. Yes
- C. Where is the concrete flatwork removal located?
 - 1. Concrete removal includes
 - a) At the pedestrian crossing at 500 S
 - b) At the pedestrian crossing at 300 S
 - c) Concrete driveways as indicated on the plans
- D. Where is the high-back concrete curb?
 - 1. Concrete curb and gutter is located at the pedestrian crossing at 500 S.

VII. Site Visit?

Hyrum 200 East Sidewalk Project

[illegible]



END

OF

THIS

BID

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices (see Section 01 22 00 Measurement and Payment for additional information):

Schedule

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	Lump Sum	1	10,000 ⁰⁰	10,000 ⁰⁰
2	Traffic Control	Lump Sum	1	10,000 ⁰⁰	10,000 ⁰⁰
3	Clearing and Grubbing	Lump Sum	1	10,000 ⁰⁰	10,000 ⁰⁰
4	Grading	Lump Sum	1	10,000 ⁰⁰	10,000 ⁰⁰
5	Remove Asphalt Pavement	Square Yard	221	50.00 ⁰⁰ SY	11,050 ⁰⁰
6	Remove Concrete Driveway	Square Yard	10	100 ⁰⁰ SY	1,000 ⁰⁰
7	Remove Concrete Sidewalk	Square Yard	7	100 ⁰⁰ SY	700 ⁰⁰
8	Remove Concrete Curb and Gutter	Linear Feet	11	100 ⁰⁰ LF	1,100 ⁰⁰
9	Remove Pedestrian Access Ramp	Each	1	1,000 ⁰⁰ ea	1,000 ⁰⁰
10	Relocate Sign	Each	1	500 ⁰⁰ ea	500 ⁰⁰
11	Relocate Water Meter	Each	1	3,000 ⁰⁰ ea	3,000 ⁰⁰
12	Granular Borrow (Plan Quantity)	Cubic Yard	0	0	0
12	Untreated Base Course (Plan Quantity)	Cubic Yard	55	100 ⁰⁰ CY	5,500 ⁰⁰
13	HMA - 1/2 Inch Mix	Ton	33	300 ⁰⁰ TON	9,900 ⁰⁰

Schedule

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
14	Concrete Sidewalk	Square Feet	11045	12 ⁰⁰ SF	132,540 ⁰⁰
15	Concrete Sidewalk 6 Inch Thick	Square Feet	1420	16 ⁰⁰ SF	22,720 ⁰⁰
16	Concrete Flatwork 6 Inch Thick	Square Feet	93	16 ⁰⁰ SF	1,488 ⁰⁰
17	High-Back Curb And Gutter (Type A)	Linear Feet	20	100 ⁰⁰ LF	2,000 ⁰⁰
18	Pedestrian Access Ramp	Each	7	3,000 ⁰⁰ ea	21,000 ⁰⁰
19	Detectable Warning Surface	Square Feet	70	40 ⁰⁰ SF	2,800 ⁰⁰
20	Topsoil	Square Yard	645	10 ⁰⁰ SY	6,450 ⁰⁰
21	Grass Sod	Square Feet	2875	3 ⁰⁰	8,625 ⁰⁰
22	Broadcast Seed	1000 Sq Ft	3	1 ⁰⁰ SF	1,000 ⁰⁰
23	Restore Sprinkler System	Parcel	10	1,000 ⁰⁰ ea	10,000 ⁰⁰
24	Adjust Sewer Manhole To Grade	Each	1	2,000 ⁰⁰ ea	2,000 ⁰⁰
25	Adjust Water Valve to Grade	Each	1	1,000 ⁰⁰ ea	1,000 ⁰⁰
26	Adjust Water Meter to Grade	Each	5	1,000 ⁰⁰ ea	5,000 ⁰⁰
				Bid - Total	\$ 290,373⁰⁰

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

BIDDER: [Indicate correct name of bidding entity]

Romero Construction Inc.

By:

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

PO Box 94

Willard, UT 84340

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Sergio Romero ramser-4781@hotmail.com

Bidder's License No.:

5652540-SS01 B100, S260
(where applicable)

END OF SECTION

**SECTION 00 45 13
QUALIFICATIONS STATEMENT**

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS**

1. SUBMITTED BY:

Official Name of Firm:

Romero Construction Inc

Address:

PO Box 94

Willard, UT 84340

2. SUBMITTED TO:

3. SUBMITTED FOR:

Owner:

Hyrum City

Project Name:

200 East Sidewalk Project

TYPE OF WORK:

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Sergio Romero

Title:

Vice President

Phone:

435-225-4781

Email:

romser-4781@hotmail.com

5. AFFILIATED COMPANIES:

Name:

intermountain Testing

Address:

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Hyrum City, at their office located at **60 West Main, Hyrum, Utah 84319**.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>10/6/25</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

SECTION 00 43 13

BID BOND

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

BIDDER (Name and Address):

Romero Construction Inc
PO Box 94
Willard, UT 84340

SURETY (Name, and Address of Principal Place of Business):

Western National Mutual
Insurance Company
5350 W 78th Street - Edina, MN 55439

OWNER (Name and Address):

Hyrum City
60 West Main Street
Hyrum, UT 84319

BID

Bid Due Date: 10/7/2025

Description (Project Name— Include Location): 200 East Sidewalk Project

BOND

Bond Number:

Date: 10/7/2025

Penal sum 5% of Bid (Words) \$ 5% of Bid (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Romero Construction Inc (Seal)

Bidder's Name and Corporate Seal

By:

Sergio Romero
Signature

Sergio Romero
Print Name

Vice-President
Title

Attest:

Signature

Title

SURETY

Western National Mutual (Seal)

Surety's Name and Corporate Seal

By:

Eric Jones
Signature (Attach Power of Attorney)

Eric Jones
Print Name

Attorney-in-Fact
Title

Attest:

Signature

Agent
Title

Note: Addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



The relationship company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: Clay Jones, Brad Jones, Eric Jones

(Blackburn Jones Company Agency Code #9406)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.

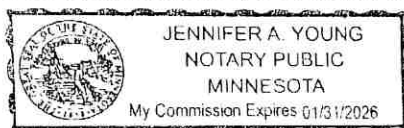
Jon R. Hebeisen, Secretary



Mark S. Hewitt, Vice President, Surety

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jon R. Hebeisen and Mark S. Hewitt and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Jennifer A. Young, Notary Public
My commission expires January 31, 2026

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Edina, MN this 7th day of October, 2025

Jennifer A. Young, Assistant Secretary

END

OF

THIS

BID

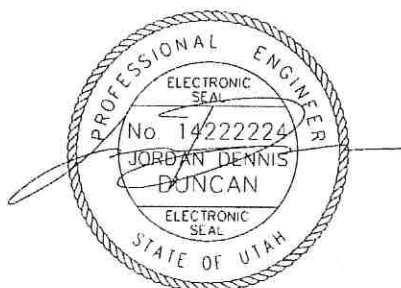
SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

HYRUM CITY

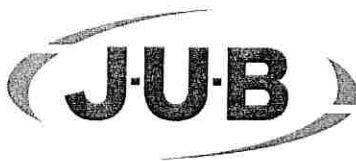
200 East Sidewalk Project

September 2025



BID SET

J-U-B Project Number: 57-23-005



J-U-B ENGINEERS, INC.



**THE
LANGDON
GROUP**



**GATEWAY
MAPPING
INC.**

J-U-B FAMILY OF COMPANIES

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Hyrum City, at their office located at **60 West Main, Hyrum, Utah 84319.**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum Date

_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices (see Section 01 22 00 Measurement and Payment for additional information):

Schedule

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	Lump Sum	1	15,000	\$ 15,000
2	Traffic Control	Lump Sum	1	5,000	\$ 5,000
3	Clearing and Grubbing	Lump Sum	1	1,200	\$ 1,200
4	Grading	Lump Sum	1	6,000	\$ 6,000
5	Remove Asphalt Pavement	Square Yard	221	27	\$ 5,967
6	Remove Concrete Driveway	Square Yard	10	60	\$ 600
7	Remove Concrete Sidewalk	Square Yard	7	60	\$ 420
8	Remove Concrete Curb and Gutter	Linear Feet	11	25	\$ 275
9	Remove Pedestrian Access Ramp	Each	1	1,300	\$ 1,300
10	Relocate Sign	Each	1	200	\$ 200
11	Relocate Water Meter	Each	1	600	\$ 600
12	Granular Borrow (Plan Quantity)	Cubic Yard	0	N A	N A
12	Untreated Base Course (Plan Quantity)	Cubic Yard	55	150	\$ 8,250
13	HMA - 1/2 Inch Mix	Ton	33	600	\$ 19,800

Schedule

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
14	Concrete Sidewalk	Square Feet	11045	12.50	\$138,062.50
15	Concrete Sidewalk 6 Inch Thick	Square Feet	1420	13	\$18,460
16	Concrete Flatwork 6 Inch Thick	Square Feet	93	20	\$1,860
17	High-Back Curb And Gutter (Type A)	Linear Feet	20	45	\$900
18	Pedestrian Access Ramp	Each	7	2,000	\$14,000
19	Detectable Warning Surface	Square Feet	70	38	\$2,660
20	Topsoil	Square Yard	645	6	\$3,870
21	Grass Sod	Square Feet	2875	0.80	\$2,300
22	Broadcast Seed	1000 Sq Ft	3	500	\$1,500
23	Restore Sprinkler System	Parcel	10	300	\$3,000
24	Adjust Sewer Manhole To Grade	Each	1	600	\$600
25	Adjust Water Valve to Grade	Each	1	600	\$600
26	Adjust Water Meter to Grade	Each	5	400	\$2,000
				Bid - Total	\$254,424.50

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

SECTION 00 45 13
QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm:

Address:

XCON, LLC
1185 n UTAH State Route 51
Spanish Fork Utah

2. SUBMITTED TO:

3. SUBMITTED FOR:

Owner:

Project Name:

Hyrum city

Hyrum City

200 East Sidewalk Project

TYPE OF WORK:

concrete work

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Title:

Phone:

Email:

Juan Martinez

owner

385-307-9697

JMartinez@homeInnovationsUtah.com

5. AFFILIATED COMPANIES:

Name:

Address:

SCHEDULE A

SUBCONTRACTOR LIST

Subcontractor Name	Subcontractor Contact Person	Scheduled Project Items Subcontractor Will Perform	% of total Contract
CONSOL	Name: CONSOL Address: 2591w 700s Springville UT Telephone: 888 4516822	Soil density testing	5
	Name: Address: Telephone:		
	Name: Address: Telephone:		
	Name: Address: Telephone:		

SCHEDULE B

SUPPLIER LIST

Supplier Name	Supplier Contact Person	Scheduled Project Items
Stalker Purson	Name: Stalker Purson Address: 1730 Beck St, 8th Telephone: 801-731-1111	Concrete
Geneva	Name: Frank Houston Address: 4393 Eyebout Rd Telephone: 801-234-9269	Asphalt
Geneva	Name: Jason McDougall Address: 4393 Eyebout Rd Telephone: 801-673-1317	Concrete
	Name: Address: Telephone:	

BIDDER: [Indicate correct name of bidding entity]

X con, LLC

By:

[Signature]

[Printed name]

Juan Martinez

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Juan Martinez

Title:

owner -

Submittal Date:

10/07/25

Address for giving notices:

1185 N Utah State Route 51 Spanish Fork Utah

Telephone Number:

(912) 358-7385

Fax Number:

Contact Name and e-mail address:

Demul Serrano

DS Tenorio 802@gmail.com

Bidder's License No.:

10108193-5501

(where applicable)

END OF SECTION

6. LICENSING

Jurisdiction: UTAH

Type of License: B100

License Number: 10108193-SS01

Jurisdiction: UTAH

Type of License: _____

License Number: _____

REQUIRED ATTACHMENTS

- 1. Subcontractor List (Schedule A)
- 2. Supplier List (Schedule B)

END

OF

THIS

BID

SECTION 00 43 13

BID BOND

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

BIDDER (Name and Address):

Cache Valley Excavation, LLC
228 N 100 E
Smithfield, UT 84335

SURETY (Name, and Address of Principal Place of Business):

NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER (Name and Address):

Hyrum City
60 West Main
Hyrum, UT 84319

BID

Bid Due Date: 10/07/2025

Description (Project Name— Include Location): J-U-B Project Number: 57-23-005 - 200 East Sidewalk Project
Construction of 2,600 ft 5 ft Sidewalk.

BOND

Bond Number: HC000414

Date: 10/6/2025

Penal sum Five Percent of Bid Amount (5% of Bid Amount) \$ XXXXX
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Cache Valley Excavation, LLC (Seal)

Bidder's Name and Corporate Seal

SURETY

NGM Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Witness

Title

Note: Addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of Utah)
County of Cache)

On this 7 day of October, in the year 2025, before me personally come(s) Shane Geary, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.



KATELYN MASON
COMM. # 734671
MY COMMISSION EXPIRES
DECEMBER 15, 2027
STATE OF UTAH

Katelyn Mason
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
County of _____)

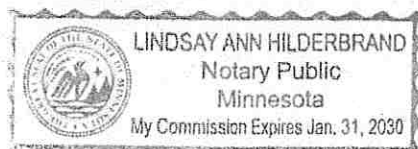
On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known, who, being duly sworn, deposes and says that he/she is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 6th day of October, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of NGM Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of NGM Insurance Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



[Signature]
Notary Public



POWER OF ATTORNEY

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Zachary Pate, Troy Staples, Jennifer Boyles, Nicholas Hochban**_____

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Twenty Million Dollars (\$20,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Secretary and its corporate seal to be hereto affixed this 9th day of October, 2024.

NGM INSURANCE COMPANY By:

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 9th day of October, 2024, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, depose and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 9th day of October, 2024.

My Commission Expires February 8, 2027



I, Nathan Hoyt, Assistant Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this
6th day of October, 2025.

Nathan Hoyt, Assistant Vice President



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
 TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
 TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
 Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

BIDDER: [Indicate correct name of bidding entity]

Cache Valley Excavation

By:

[Signature]

[Printed name]

Shane Geary
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

228N 100E Smithfield UT 84335

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

END OF SECTION

**SECTION 00 45 13
QUALIFICATIONS STATEMENT**

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS**

1. SUBMITTED BY:

Official Name of Firm:

Address:

Cache Valley Excavation
228N 100E Smithfield UT 84335

2. SUBMITTED TO:

3. SUBMITTED FOR:

Owner:

Project Name:

Hyrum City

200 East Sidewalk Project

TYPE OF WORK:

Side walk

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Title:

Phone:

Email:

Shane Geary

Owner

(435) 994-2534

shanegearyk@gmail.com

5. AFFILIATED COMPANIES:

Name:

Address:

6. LICENSING

Jurisdiction:

Utah

Type of License:

E-100 B-100

License Number:

109101 20-5501

Jurisdiction:

Utah

Type of License:

License Number:

REQUIRED ATTACHMENTS

1. Subcontractor List (Schedule A)
2. Supplier List (Schedule B)

SCHEDULE B

SUPPLIER LIST

Supplier Name	Supplier Contact Person	Scheduled Project Items
<i>Legend Johnson</i>	Name: <i>Jason</i> Address: <i>Hyrum</i> Telephone: <i>752-2000</i>	Concrete
<i>Legend Johnson</i> <i>Legend Johnson</i>	Name: <i>Ryan</i> Address: <i>Hyrum</i> Telephone: <i>752-2000</i>	Asphalt
	Name: Address: Telephone:	
	Name: Address: Telephone:	

SCHEDULE A

SUBCONTRACTOR LIST

Subcontractor Name	Subcontractor Contact Person	Scheduled Project Items Subcontractor Will Perform	% of total Contract
Don Dodge	Name: Don Address: Logan Telephone: 434-2723	Concrete	40
Cadillac Concrete	Name: Cody Address: Richmond Telephone: 891-2371	Concrete	40
	Name: Address: Telephone:		
	Name: Address: Telephone:		
	Name: Address: Telephone:		

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
Hyrum City, at their office located at **60 West Main, Hyrum, Utah 84319**.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
Addendum 1	OCT 6, 2025

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

October 6, 2025

200 EAST SIDEWALK PROJECT HYRUM CITY, UTAH ADDENDUM #1

NOTICE TO ALL PLAN HOLDERS:

- A. You are hereby notified that the following changes, clarifications, and/or corrections have been made to the Drawings, Specifications, or Contract Documents for the above referenced project.
- B. This ADDENDUM shall become a part of the contract and all provisions of the Contract shall apply thereto.
- C. Please insert this Addendum into your copy of the Contract Documents.
- D. BIDDERS will acknowledge receipt of this ADDENDUM in the space provided in the BID FORM AND BIDDERS PROPOSAL. Failure to acknowledge may result in the Proposal being rejected as nonresponsive.

1. PRE-BID MEETING

- A. Pre-bid Meeting minutes are included as part of this addendum.

2. CHANGES TO CONTRACT AND SPECIFICATIONS

SECTION 00 41 00 BID FORM

Delete Section **00 41 00 BID FORM** and replace with attached document dated October 6, 2025.

Summary of changes:

- Removed Bid Item 12 Granular Borrow (Plan Quantity) from Bid Form
- Removed Bid Items 24 Adjust Sewer Manhole to Grade, 25 Adjust Water Valve to Grade, and 26 Adjust Water Meter to Grade. (Hyrum City will complete this work, including providing and installing risers and lids.)

3. QUESTIONS:

- Q. When can we start work on the job?
- A. The work can be started after the bid is awarded. A portion can be done this season and the remaining work in the next if desired.
- Q. Are you going to be providing survey and testing if required?
- A. Survey will be provided by the City (Foresight Surveying). Testing for the concrete and compaction testing for the UTBC is required and will be at the cost of the contractor. This is in the notes on the plans and the M&P.

CV-EX

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices (see Section 01 22 00 Measurement and Payment for additional information):

Schedule

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	Lump Sum	1	22,000.00	22,000.00
2	Traffic Control	Lump Sum	1	2,100.00	2,100.00
3	Clearing and Grubbing	Lump Sum	1	11,000.00	11,000.00
4	Grading	Lump Sum	1	6,200.00	6,200.00
5	Remove Asphalt Pavement	Square Yard	221	10.00	2,210.00
6	Remove Concrete Driveway	Square Yard	10	55.00	550.00
7	Remove Concrete Sidewalk	Square Yard	7	27.00	189.00
8	Remove Concrete Curb and Gutter	Linear Feet	11	25.00	275.00
9	Remove Pedestrian Access Ramp	Each	1	150.00	150.00
10	Relocate Sign	Each	1	200.00	200.00
11	Relocate Water Meter	Each	1	2,800.00	2,800.00
12	Untreated Base Course (Plan Quantity)	Cubic Yard	55	88.00	4,840.00
13	HMA - 1/2 Inch Mix	Ton	33	275.00	9,075.00
14	Concrete Sidewalk	Square Feet	11045	12.00	132,540.00

Schedule

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
15	Concrete Sidewalk 6 Inch Thick	Square Feet	1420	20.00	28,400.00
16	Concrete Flatwork 6 Inch Thick	Square Feet	93	18.00	1,674.00
17	High-Back Curb And Gutter (Type A)	Linear Feet	20	85.00	1,700.00
18	Pedestrian Access Ramp	Each	7	1,800.00	12,600.00
19	Detectable Warning Surface	Square Feet	70	30.00	2,100.00
20	Topsoil	Square Yard	645	21.00	13,545.00
21	Grass Sod	Square Feet	2875	2.30	6,612.50
22	Broadcast Seed	1000 Sq Ft	3	1,200.00	3,600.00
23	Restore Sprinkler System	Parcel	10	345.00	3,450.00
Bid - Total					\$ 267,810.50

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

END

OF

THIS

BID

October 6, 2025

BID FORM
SECTION 00 41 00

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Hyrum City, at their office located at **60 West Main, Hyrum, Utah 84319**.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>10-6-2025</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices (see Section 01 22 00 Measurement and Payment for additional information):

Schedule

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	Lump Sum	1	25,000. ⁰⁰	25,000. ⁰⁰
2	Traffic Control	Lump Sum	1	20,000. ⁰⁰	20,000. ⁰⁰
3	Clearing and Grubbing	Lump Sum	1	15,000. ⁰⁰	15,000. ⁰⁰
4	Grading	Lump Sum	1	10,000. ⁰⁰	10,000. ⁰⁰
5	Remove Asphalt Pavement	Square Yard	221	45. ⁰⁰	9,945. ⁰⁰
6	Remove Concrete Driveway	Square Yard	10	100. ⁰⁰	1,000. ⁰⁰
7	Remove Concrete Sidewalk	Square Yard	7	100. ⁰⁰	700. ⁰⁰
8	Remove Concrete Curb and Gutter	Linear Feet	11	100. ⁰⁰	1,100. ⁰⁰
9	Remove Pedestrian Access Ramp	Each	1	500. ⁰⁰	500. ⁰⁰
10	Relocate Sign	Each	1	500. ⁰⁰	500. ⁰⁰
11	Relocate Water Meter	Each	1	3,000. ⁰⁰	3,000. ⁰⁰
12	Untreated Base Course (Plan Quantity)	Cubic Yard	55	150. ⁰⁰	8,250. ⁰⁰
13	HMA - 1/2 Inch Mix	Ton	33	250. ⁰⁰	8,250. ⁰⁰
14	Concrete Sidewalk	Square Feet	11045	10. ⁰⁰	110,450. ⁰⁰

Schedule

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
15	Concrete Sidewalk 6 Inch Thick	Square Feet	1420	12. ⁰⁰	17,040. ⁰⁰
16	Concrete Flatwork 6 Inch Thick	Square Feet	93	12. ⁰⁰	1,116. ⁰⁰
17	High-Back Curb And Gutter (Type A)	Linear Feet	20	100. ⁰⁰	2,000. ⁰⁰
18	Pedestrian Access Ramp	Each	7	1,000. ⁰⁰	7,000. ⁰⁰
19	Detectable Warning Surface	Square Feet	70	100. ⁰⁰	7,000. ⁰⁰
20	Topsoil	Square Yard	645	50. ⁰⁰	32,250. ⁰⁰
21	Grass Sod	Square Feet	2875	5. ⁰⁰	14,375. ⁰⁰
22	Broadcast Seed	1000 Sq Ft	3	2,000. ⁰⁰	6,000. ⁰⁰
23	Restore Sprinkler System	Parcel	10	1,000. ⁰⁰	10,000. ⁰⁰
				Bid - Total	\$310,476.⁰⁰

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

BIDDER: [Indicate correct name of bidding entity]

Triple J Concrete LLC

By:

[Signature]

[Printed name]

Jose G. Ventura
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

PO Box 362
Willard UT 84340

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

END OF SECTION

SECTION 00 43 13
BID BOND

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

BIDDER (Name and Address):

Triple J Concrete LLC
PO Box 362
Willard, UT 84340

SURETY (Name, and Address of Principal Place of Business):

Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

OWNER (Name and Address):

Hyrum City
60 West Main Street
Hyrum, UT 84319

BID

Bid Due Date: 10/7/2025

Description (Project Name— Include Location): 200 East Sidewalk Project

BOND

Bond Number:

Date: 10/7/2025

Penal sum	5% of Bid	\$ 5% of Bid
	(Words)	(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Triple J Concrete LLC (Seal)

Bidder's Name and Corporate Seal

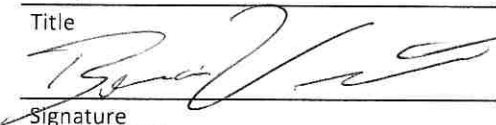
By:


Signature


Print Name


Title

Attest:


Signature


Title

SURETY

Old Republic Surety Company (Seal)

Surety's Name and Corporate Seal

By:


Signature (Attach Power of Attorney)

Eric Jones
Print Name

Attorney-in-Fact
Title

Attest:


Signature

Agent
Title

Note: Addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Clay B. Jones, Brad K. Jones, Eric C. Jones of Ogden, UT

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21st day of June, 2024.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 21st day of June, 2024, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

48 5013



Signed and sealed at the City of Brookfield, WI this 7th day of October, 2025.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Blackburn Jones Co.

**SECTION 00 45 13
QUALIFICATIONS STATEMENT**

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS**

1. SUBMITTED BY:

Official Name of Firm:

Triple J Concrete LLC

Address:

PO BOX 362
Willard UT 84340

2. SUBMITTED TO:

Hyrum City

3. SUBMITTED FOR:

200 East Sidewalk Project 2025/2028

Owner:

Hyrum City

Project Name:

200 East Sidewalk Project

TYPE OF WORK:

Installation of A New Sidewalk
Path and A Few ADA Ramps.

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Jose Ventura

Title:

Owner

Phone:

435-237-1725

Email:

Jose.gv435@gmail.com

5. AFFILIATED COMPANIES:

Name:

NA

Address:

6. LICENSING

Jurisdiction:	<u>State of UTAH</u>
Type of License:	<u>Contractor with LRF - S260</u>
License Number:	<u>6846270 - 5501</u>
Jurisdiction:	<u>State of UTAH</u>
Type of License:	<u>Contractor with LRF S260</u>
License Number:	<u>6846270 - 5501</u>

REQUIRED ATTACHMENTS

1. Subcontractor List (Schedule A)
2. Supplier List (Schedule B)

SCHEDULE A

SUBCONTRACTOR LIST

Subcontractor Name	Subcontractor Contact Person	Scheduled Project Items Subcontractor Will Perform	% of total Contract
AWP Safety Ogden UT	Name: <i>Officer</i> Address: <i>979 W. 24th St. Ogden UT</i> Telephone: <i>801-627-1970</i>	<i>Traffic Control Needed.</i>	<i>5%</i>
	Name: Address: Telephone:		
	Name: Address: Telephone:		
	Name: Address: Telephone:		
	Name: Address: Telephone:		

SCHEDULE B

SUPPLIER LIST

Supplier Name	Supplier Contact Person	Scheduled Project Items
<i>Genere Roub</i>	Name: <i>Daria</i> Address: Telephone: <i>385-245-8587</i>	Concrete
<i>LeGrand Johnson</i>	Name: <i>NA</i> Address: Telephone: <i>435-752-2001</i>	Asphalt
	Name: Address: Telephone:	
	Name: Address: Telephone:	

October 6, 2025

200 EAST SIDEWALK PROJECT HYRUM CITY, UTAH ADDENDUM #1

NOTICE TO ALL PLAN HOLDERS:

- A. You are hereby notified that the following changes, clarifications, and/or corrections have been made to the Drawings, Specifications, or Contract Documents for the above referenced project.
- B. This ADDENDUM shall become a part of the contract and all provisions of the Contract shall apply thereto.
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- D. BIDDERS will acknowledge receipt of this ADDENDUM in the space provided in the BID FORM AND BIDDERS PROPOSAL. Failure to acknowledge may result in the Proposal being rejected as nonresponsive.

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- A. Pre-bid Meeting minutes are included as part of this addendum.

2. CHANGES TO CONTRACT AND SPECIFICATIONS

SECTION 00 41 00 BID FORM

Delete Section **00 41 00 BID FORM** and replace with attached document dated October 6, 2025.

Summary of changes:

- Removed Bid Item 12 Granular Borrow (Plan Quantity) from Bid Form
- Removed Bid Items 24 Adjust Sewer Manhole to Grade, 25 Adjust Water Valve to Grade, and 26 Adjust Water Meter to Grade. (Hyrum City will complete this work, including providing and installing risers and lids.)

3. QUESTIONS:

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- A. Survey will be provided by the City (Foresight Surveying). Testing for the concrete and compaction testing for the UTBC is required and will be at the cost of the contractor. This is in the notes on the plans and the M&P.

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A. Curb and gutter at the pedestrian ramp on the east side of 200 East at 500 South is required, see sheet C-204. Curb and gutter is not required at other ramps.

Q. Was an Engineer Estimate Posted?

A. The Engineer Estimate is \$351,212.50.

4. ATTACHMENTS:

- Pre-Bid Meeting Minutes
- Pre-Bid Meeting Attendance List
- Section 00 41 00 BID FORM

HELPING EACH OTHER
CREATE BETTER COMMUNITIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

PRE-BID MEETING AGENDA

DATE: September 25, 2025 TIME: 3:30 PM
PROJECT NAME: 200 East Sidewalk
MEETING LOCATION: Hyrum City Offices
ATTENDEES: Non- Mandatory

I. Bidding Schedule

- A. Pre-Bid Meeting – Pre-Bid meeting September 25, 2025
- B. Last Day for Questions – October 3, 2025 5pm
- C. Addendum Posting – October 6, 2025 5pm
- D. Bids Due/Bid Opening – October 7, 2025 4pm

II. Project Overview

- A. Hyrum 200 East Sidewalk Project
 - 1. The project consists of constructing concrete sidewalk along the west side of 200 East and the south side of 500 South between 300 South and the Hyrum State Park Day Use Beach Area access.
 - 2. Tree trimming to be completed by Hyrum City staff

III. General Scheduling

- A. The project substantial completion is May 1, 2026.
 - 1. The landscaping work such as seeding and replacement of sod for project close-out must be completed by June 30th, 2026.
- B. Weekend and Holiday work – Need Prior Approval

IV. Other Requirements



J-U-B FAMILY OF COMPANIES

V. Bidding

- A. Bid Security
 - 1. A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price.
- B. Construction Schedule
 - 1. Please submit a construction schedule with bid. The construction schedule is not required but is highly encouraged.

VI. Questions

- A. What are the work hours for the project?
 - 1. Noise ordinance dictates that work cannot begin earlier than 7:00 AM.
 - 2. Typical work hours are 7:00 AM to 5:00 PM.
 - a) Approval may be given for work until 8:00 PM at the discretion of Hyrum City
- B. Is the 6" Thick Sidewalk just within the limits of the driveways?
 - 1. Yes
- C. Where is the concrete flatwork removal located?
 - 1. Concrete removal includes
 - a) At the pedestrian crossing at 500 S
 - b) At the pedestrian crossing at 300 S
 - c) Concrete driveways as indicated on the plans
- D. Where is the high-back concrete curb?
 - 1. Concrete curb and gutter is located at the pedestrian crossing at 500 S.

VII. Site Visit?

Pre-Bid Conference

September 25, 2025

Hyrum 200 East Sidewalk Project

[illegible]

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF PROFESSIONAL LICENSING

ACTIVE LICENSE



EFFECTIVE DATE: 11/30/2017
EXPIRATION DATE: 11/30/2025
ISSUED TO: Triple J Concrete, LLC
PO BOX 362
WILLARD UT 84340

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

6846270-5501

Contractor With LRF

DBAs: None Associated

S260

**END
OF
THIS
BID**

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices (see Section 01 22 00 Measurement and Payment for additional information):

Schedule

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	Lump Sum	1	25,000. ⁰⁰	25,000. ⁰⁰
2	Traffic Control	Lump Sum	1	25,000. ⁰⁰	25,000. ⁰⁰
3	Clearing and Grubbing	Lump Sum	1	25,000. ⁰⁰	25,000. ⁰⁰
4	Grading	Lump Sum	1	27,000. ⁰⁰	27,000. ⁰⁰
5	Remove Asphalt Pavement	Square Yard	221	13. ⁶⁰	3,005. ⁶⁰
6	Remove Concrete Driveway	Square Yard	10	18. ⁰⁰	180. ⁰⁰
7	Remove Concrete Sidewalk	Square Yard	7	20. ⁰⁰	140. ⁰⁰
8	Remove Concrete Curb and Gutter	Linear Feet	11	30. ⁰⁰	330. ⁰⁰
9	Remove Pedestrian Access Ramp	Each	1	950. ⁰⁰	950. ⁰⁰
10	Relocate Sign	Each	1	1,000. ⁰⁰	1,000. ⁰⁰
11	Relocate Water Meter	Each	1	2,100. ⁰⁰	2,100. ⁰⁰
12	Untreated Base Course (Plan Quantity)	Cubic Yard	55	140. ⁰⁰	7,700. ⁰⁰
13	HMA - 1/2 Inch Mix	Ton	33	275. ⁰⁰	9,075. ⁰⁰
14	Concrete Sidewalk	Square Feet	11045	9. ⁹⁵	109,897.75

Schedule

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
15	Concrete Sidewalk 6 Inch Thick	Square Feet	1420	12. ⁷⁵	18,105. ⁰⁰
16	Concrete Flatwork 6 Inch Thick	Square Feet	93	18. ⁰⁰	1,674. ⁰⁰
17	High-Back Curb And Gutter (Type A)	Linear Feet	20	75. ⁰⁰	1,500. ⁰⁰
18	Pedestrian Access Ramp	Each	7	1,100. ⁰⁰	7,700. ⁰⁰
19	Detectable Warning Surface	Square Feet	70	80. ⁰⁰	5,600. ⁰⁰
20	Topsoil	Square Yard	645	15. ²⁵	9,836. ²⁵
21	Grass Sod	Square Feet	2875	1. ⁸⁵	5,318. ⁷⁵
22	Broadcast Seed	1000 Sq Ft	3	700. ⁰⁰	2,100. ⁰⁰
23	Restore Sprinkler System	Parcel	10	1,650. ⁰⁰	16,500. ⁰⁰
				Bid - Total	\$ 304,712.35

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Hyrum City, at their office located at **60 West Main, Hyrum, Utah 84319**.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>Addendum 1</u>	<u>Oct 6</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

SUBCONTRACTOR LIST

SCHEDULE A

Subcontractor Name	Subcontractor Contact Person	Scheduled Project Items Subcontractor Will Perform	% of total Contract
Six Star	Name: Rorey Address: 1160w 7005 clearfield Telephone: 801-200-0502	Concrete	35%
Western Land Scape	Name: Dusty Address: P.O. Box 793E44VT Telephone: 801-430-1911	Land Scape	6%
	Name: Address: Telephone:		
	Name: Address: Telephone:		
	Name: Address: Telephone:		

SCHEDULE B

SUPPLIER LIST

Supplier Name	Supplier Contact Person	Scheduled Project Items
Parson	Name: Brent Burr Address: 2350 S 1900 W Ogden Telephone: 801-731-1111	Concrete
LeGrande	Name: Phil Address: Ridgcrest dr Hyrum Telephone: 435-752-2001	Asphalt
	Name: Address: Telephone:	
	Name: Address: Telephone:	

October 6, 2025

200 EAST SIDEWALK PROJECT HYRUM CITY, UTAH ADDENDUM #1

NOTICE TO ALL PLAN HOLDERS:

- A. You are hereby notified that the following changes, clarifications, and/or corrections have been made to the Drawings, Specifications, or Contract Documents for the above referenced project.
- B. This ADDENDUM shall become a part of the contract and all provisions of the Contract shall apply thereto.
- C. Please insert this Addendum into your copy of the Contract Documents.
- D. BIDDERS will acknowledge receipt of this ADDENDUM in the space provided in the BID FORM AND BIDDERS PROPOSAL. Failure to acknowledge may result in the Proposal being rejected as nonresponsive.

1. PRE-BID MEETING

- A. Pre-bid Meeting minutes are included as part of this addendum.

2. CHANGES TO CONTRACT AND SPECIFICATIONS

SECTION 00 41 00 BID FORM

Delete Section **00 41 00 BID FORM** and replace with attached document dated October 6, 2025.

Summary of changes:

- Removed Bid Item 12 Granular Borrow (Plan Quantity) from Bid Form
- Removed Bid Items 24 Adjust Sewer Manhole to Grade, 25 Adjust Water Valve to Grade, and 26 Adjust Water Meter to Grade. (Hyrum City will complete this work, including providing and installing risers and lids.)

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- Pre-Bid Meeting Minutes
- Pre-Bid Meeting Attendance List
- Section 00 41 00 BID FORM

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Post Construction Company
1762 West 1350 South Ogden, UT 84404

as Principal, hereinafter called the Principal, and United States Fire Insurance Company a corporation duly organized under the laws of the State of Delaware

as Surety, hereinafter called the Surety, are held and firmly bound unto Hyrum City
60 West Main Hyrum, UT 84319

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid Dollars (\$5% of Bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 200 E Sidewalk Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 7th day of October 2025

Kahl Post

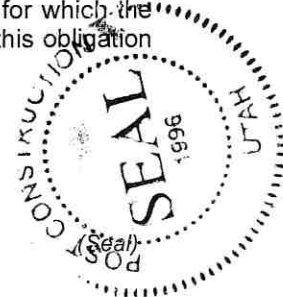
(Witness)

Post Construction Company

(Principal)

{

[Signature]



Leandra Lopez

(Witness)

United States Fire Insurance Company

(Surety)

(Seal)

{

Megan Flint

Megan Flint, Attorney-in-Fact

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

12522

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brady Thorn, Vicki Sorensen, Adam Snow, Danielle Marchant, Katlyn Bigelow, Lori Clark, W. Douglas Snow, James Dickson, Ginger Farnsworth, Kim Russell, Brad Anderson, Budd Scow, Teresa Moore, Susan Childs, Corey Ford, Ashley Gallaher, Megan Flint

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 20th day of May, 2024.

UNITED STATES FIRE INSURANCE COMPANY

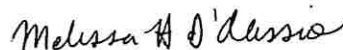


Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 20th day of May, 2024, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 20th day of October 2025

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



STATE OF UTAH
DEPARTMENT OF COMMERCE
ACTIVE LICENSE

Post Construction Company
 1762 W 1350 S
 OGDEN UT 84401

EFFECTIVE
 11/30/2009

EXPIRATION
 11/30/2025

Section 11. Item F.

REFERENCE NUMBER(S), CLASSIFICATION(S) &
 321927-5501 Contractor With LRF

E100, R100

DBAs: POST ASPHALT PAVING &
 CONSTRUCTION

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.

POST CONSTRUCTION COMPANY
 1762 W 1350 S
 OGDEN UT 84401

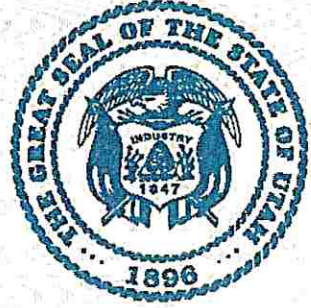
Please visit our web site at
www.dopl.utah.gov should you have any
 questions in the future.

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF PROFESSIONAL LICENSING
ACTIVE LICENSE

EFFECTIVE DATE: 11/30/2009

EXPIRATION DATE: 11/30/2025

ISSUED TO: **Post Construction Company**
 1762 W 1350 S
 OGDEN UT 84401



REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

321927-5501 Contractor With LRF DBAs: POST ASPHALT PAVING & CONSTRUCTION

E100, R100

MARRIOTT - SLATERVILLE

M U N I C I P A L ✧ B U S I N E S S L I C E N C E

POST ASPHALT PAVING & CONSTRUCTION
1762 WEST 1350 SOUTH
MARRIOTT-SLATERVILLE, UT 84401

Be it hereby known that

JEFF POST & ERIC POST
5020 NORTH 3550 EAST
LIBERTY, UT 84310

Is licensed to transact business as follows:

Asphalt Paving & Construction

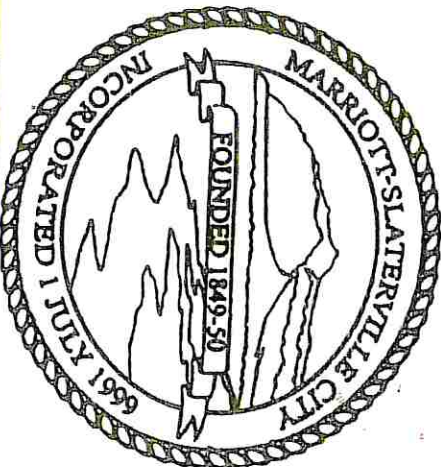
Number: **99-068**

In Marriott-Slaterville City, Weber County, for the term
of 12 months, commencing the 1st day of January and
ending the 31st day of December.

Mayor, Marriott-Slaterville City

affix beer
license
sticker
here

Health
Dept.
approval



2025 license Validation

Marriott-Slaterville City (MSC) — "Utah's Open Space City"

ATTEST:

City Recorder/License Director

✧ MUST BE POSTED IN A CONSPICUOUS PLACE AT ALL TIMES ✧



Company ID Number: 1132519

Approved by:

Employer Post Construction Company	
Name (Please Type or Print) Shasta Andrews	Title
Signature Electronically Signed	Date 10/05/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/05/2016



Company ID Number: 1132519

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Post Construction Company
Company Facility Address	1762 W 1350 S Ogden, UT 84401
Company Alternate Address	
County or Parish	WEBER
Employer Identification Number	870557726
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

QUALITY • SERVICE • INTEGRITY

Post Construction Management

Jeff Post

President

Phone: 801-430-1708

Email: Jeff@postasphalt.com

Erik Post

Vice President

Phone: 801-430-1710

Email: Erik@postasphalt.com

Jerrod Flink

Project Manager/ Estimator

Phone: 801-821-3462

Email: Jerrod@postasphalt.com

Tanner Post

Project Manager/ Estimator

Phone: 801-690-4247

Email: Tanner@postasphalt.com

Office Personnel

Allison Gibby

Office Manager

Phone: 801-732-0205

Email: Allison@postasphalt.com

Shasta Andrews

Accounts Receivable

Phone: 801-732-205

Email: Shasta@Postasphalt.com

Bid Coordination and Supervision

Justin Curtis

Site Superintendent

Phone: 385-552-0193

Email: Justin@postasphalt.com

Travis Wells

Assistant Superintendent

Phone: 801-678-4952

Email: Travis@postasphalt.com

Ty Post

Bid Coordinator

Phone: 801-499-0220

Email: Ty@postasphalt.com

References

Steve Maughan / West Bountiful

Phone: 801-381-1870

Jared Hancock / Hooper City

Phone: 801-589-6234

Darrell Hunting / DFCM

Phone: 801-244-7647

Mike Egbert / Utility Trailer

Phone: 801-390-6228

Brandon Jones / Jones Civil

Phone: 801-391-9621

Mike Mathis / Syracuse City

Phone: 801-529-7004

Josh Belnap / Kaysville City

Phone: 801-867-5372

Experience/Completed Projects

Project: Tooele Army Depot B Block Road Repairs

Type of Work: Road Reconstruction

Owner: Six Star Management

Contract Amount: \$2,100,000

Date of Completion: 10/ 2024

Project: IAAI Auto Auction Roadways

Type of Work: Reconstruction and Pave Roadways

Owner: IAAI Auto Auction

Contract Amount: \$985,000

Date of Completion: 10/ 2021

Project: Hooper Pickle Ball

Type of Work:

Owner: Hooper City Office

Contract Amount: \$980,000

Date of Completion: 09/2023

Project: 800 West

Type of Work: Road Reconstruction

Owner: West Bountiful City

Contract Amount: \$2,400,000

Date of Completion: 10/ 2020

Project: Young Street Reconstruction

Type of Work: Street Reconstruction

Owner: Morgan City

Contract Amount: \$800,000

Date of Completion: 08/ 2023

Project: Ritter Drive

Type of Work: Street Reconstruction

Owner: Riverdale City

Contract Amount: \$700,000

Date of Completion: 08/ 2020

Project: Pioneer Road Reconstruction

Type of Work: Street Reconstruction

Owner: Marriott- Slaterville City

Contract Amount: \$950,000

Date of Completion: 07/ 2020

Project: IRS Parking Lot

Type of Work: Concrete, Asphalt, Utilities Site Package

Owner: Big-D Construction

Contract Amount: \$2,500,000

Date of Completion: 05/ 2023

Project: Spring 2020 Miscellaneous Projects

Type of Work: Miscellaneous Work

Owner: Sandy City

Contract Amount: \$350,000

Date of Completion: 07/ 2020

Project: Ritter Drive

Type of Work: New Street Construction

Owner: Riverdale City

Contract Amount: \$624,000

Date of Completion: 09/ 2019

Project: Utility Trailer

Type of Work: New Parking Lot Construction

Owner: Utility Trailer

Contract Amount: \$2,100,000

Date of Completion: 07/ 2020

Project: Fremont High Track

Type of Work: Astroturf

Owner: Weber School District

Contract Amount: \$725,000

Date of Completion: 08/ 2019

Project: Sunset Drive

Type of Work: Street Reconstruction

Owner: Kaysville City

Contract Amount: \$1,100,000

Date of Completion: 11/ 2019

Project: Weber School District Tracks

Type of Work: Astroturf

Owner: Weber School District

Contract Amount: \$595,000

Date of Completion: 08/ 2019

Project: Lakeview Hospital

Type of Work: New Parking Lot Construction

Owner: Kendall Lawnsapes

Contract Amount: \$435,000

Date of Completion: 10/ 2019

Project: 100 East young Street

Type of Work: Street Reconstruction

Owner: Morga City

Contract Amount: \$470,000

Date of Completion: 07/ 2019

Project: Great Salt Lake Minerals

Type of Work: New Asphalt & Replacement of
Asphalt

Owner: Great Salt Lake Minerals

Contract Amount: \$800,000

Date of Completion: 2018

Project: Marilyn Acres

Type of Work: New Road Construction

Owner: Syracuse City

Contract Amount: \$730,000

Date of Completion: 10/ 2018

Project: U of U Redwood Clinic

Type of Work: Parking Lot Reconstruction

Owner: Northridge Construction

Contract Amount: \$400,000

Date of Completion: 11/ 2018

Project: Pleasant View City Overlay

Type of Work: Asphalt Overlay

Owner: Pleasant View City

Contract Amount: \$440,000

Date of Completion: 09/ 2018

Project: 4700 West Street Improvements

Type of Work: Street Reconstruction

Owner: Hooper City

Contract Amount: \$1,200,000

Date of Completion: 10/ 2018

Project: Albertsons North Salt Lake

Type of Work: Parking Area Reconstruction

Owner: Albertsons Companies

Contract Amount: \$260,000

Date of Completion: 07/ 2018

Project: Columbia Elementary School

Type of Work: Parking Lot Reconstruction

Owner: Davis School District

Contract Amount: \$450,000

Date of Completion: 10/ 2018

Project: Bailey's Moving & Storage

Type of Work: Parking Lot Reconstruction

Owner: Botac Leasing

Contract Amount: \$380,000

Date of Completion: 04/ 2018

Project: Horizon Development

Type of Work: New Street Reconstruction

Owner: Apex Construction

Contract Amount: \$1,100,000

Date of Completion: 02/ 2018

Project: Roy High Track

Type of Work:

Owner: Weber School District

Contract Amount: \$195,000

Date of Completion: 08/ 2017

**END
OF
THIS
BID**



Privacy Policy Statement

In Short: We care about your privacy; we use the minimal amount of information we need to provide you with services you requested, we safeguard your data, and we do not monetize it or improperly share it.

In Detail: This Privacy Policy Statement (the “Statement”) is provided by Hyrum City (“we,” “us,” or “our”) in compliance with Utah Code Section § 63A-19-402.5.. We are committed to protecting your privacy. This notice explains what personal data we collect through our website, how we use and protect it, and your rights regarding access and corrections. This Privacy Policy is provided by Hyrum City in compliance with Utah law.

We are committed to protecting your privacy and want you to understand what information we collect, how we use it, and how it is protected. We only collect information that you provide through forms or applications on the City’s website, such as signing up for event notifications, submitting a complaint, applying for programs, contacting City departments, reporting fraud, requesting books through the library, or submitting a public works request.

Hyrum City protects this information using secure systems, encryption, firewalls, and regular system updates. Access is limited to authorized staff, and all electronic information is safeguarded to prevent unauthorized use, disclosure, or misuse.

Who We Are and How to Reach Us: We operate this governmental website. If you have any questions or concerns, please reach out to Mayor Stephanie Miller at 435-245-6033 or email her at stephanie.miller@hyrumcity.gov.

What Information We Collect: Hyrum City collects only the information necessary to provide services, conduct official business, and comply with applicable laws. This may include personal details such as names, addresses, phone numbers, email addresses, and account information when residents or businesses interact with the City. Financial information may be collected for utility billing, licensing, or payment processing. All online payments to Hyrum City are processed securely through our third-party provider, Xpress Bill Pay. This ensures your financial information is handled safely and is never stored on City systems.

The City may also gather records related to property ownership, permits, applications, or other services requested by the public. In addition, when individuals use the City's website, certain technical information—such as IP addresses, browser types, and usage data—may be collected to improve online services. All information is collected with the intent of delivering efficient, lawful, and secure City services.

How We Use Your Information: Hyrum City uses information provided by other parties solely for official and authorized purposes that support City operations and services. This information may be used to process requests, complete transactions, verify records, or improve the delivery of public services. The City limits its use of such information to what is necessary and appropriate, ensuring it is handled responsibly and in compliance with applicable laws and regulations. At no time is information shared, sold, or disclosed to outside entities for commercial or unauthorized use. By using the information in this careful and limited way, Hyrum City can better serve the community while maintaining trust and accountability.

Disclosure Practices: Hyrum City's disclosure practices are guided by a commitment to transparency and legal compliance. The City does not disclose personal or sensitive information to outside parties except as required by law, such as in response to public records requests, court orders, or lawful investigations. When disclosure is necessary, only the minimum information needed is provided, and it is shared solely with authorized entities.

Access and Corrections: Access to and correction of information held by Hyrum City is provided in compliance with Utah Code Title 63G, Chapter 2, the Government Records Access and Management Act (GRAMA). Under GRAMA, individuals may request access to public records by submitting a written records request to the City Recorder or designated records officer. If an individual believes information held by the City is inaccurate, they may file a request for correction or amendment, which will be reviewed in accordance with state law. The City follows the procedures outlined in GRAMA to ensure that access and correction requests are handled fairly, consistently, and in compliance with Utah law.

Keeping Your Information Secure: Hyrum City intends to keep information secure by implementing a combination of administrative, technical, and physical safeguards designed to protect data from unauthorized access, loss, or misuse. The city maintains secure servers and firewalls, regularly updates its systems to address security vulnerabilities, and uses encryption when appropriate to protect sensitive information transmitted electronically. Access to records is restricted to authorized personnel who are trained in proper data-handling procedures. In addition, the city conducts regular monitoring and maintenance of its systems to ensure continued protection. Through these measures, Hyrum City is committed

to maintaining the confidentiality, integrity, and security of the information it collects and manages.

Notes On Record Classification: Personally identifiable information is not classification of records under Utah Code Section 63G, Chapter 2, Government Records Access and Management Act. Access to government records is governed by Utah Code Section 63G, Chapter 2, Government Records Access and Management Act.

Review Of This Notice: We want you to feel comfortable using our services, knowing that your privacy is respected and protected. We welcome your feedback on this notice, which is reviewed annually.

Last Revision: 10/03/2025

HYRUM CITY CORPORATION
COMBINED CASH INVESTMENT
SEPTEMBER 30, 2025

Section 11. Item H.

COMBINED CASH ACCOUNTS

01-1111000	GENERAL CHECKING ACCT	597,877.02
01-1112000	XPRESS DEPOSIT ACCOUNT	125,273.89
01-1113000	PAYROLL CHECKING ACCOUNT	48,186.88
01-1151000	UNDESIGNATED CASH - PTIF	812,552.72
01-1151100	BANK OF UTAH	3,046,156.30
01-1151500	CACHE VALLEY BANK SAVINGS	14,130,772.19
01-1151710	PTIF SWR DEBT SERVICE #4099	205,197.99
01-1151720	PTIF-SWR O&M RESERVE #4100	248,228.50
01-1175000	UTILITY CASH CLEARING	1,564.00

	TOTAL COMBINED CASH	19,215,809.49
01-1801110	DESIGNATED CASH - SENIOR	(17,975.65)
01-1801120	DESIGNATED CASH - MUSEUM	(5,678.97)
01-1801130	DESIGNATED CASH - FIRST RESP.	(6,050.41)
01-1801140	DESIGNATED CASH - FIRE DEPT	(244,126.60)
01-1801240	REST CASH-SEWER DEBT SERVICE	(172,981.20)
01-1801250	REST CASH-SEWER O&M RESERVE	(233,944.65)
01-1010000	CASH ALLOCATED TO OTHER FUNDS	(18,535,052.01)

TOTAL UNALLOCATED CASH	.00
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CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	1,771,397.43
45	ALLOCATION TO CAPITAL PROJECTS FUND	524,530.51
51	ALLOCATION TO WATER UTILITY FUND	2,290,530.19
52	ALLOCATION TO SEWER UTILITY FUND	5,873,334.04
53	ALLOCATION TO ELECTRIC UTILITY FUND	6,425,417.79
54	ALLOCATION TO IRRIGATION UTILITY FUND	1,021,357.28
55	ALLOCATION TO STORMWATER FUND	763,635.52
56	ALLOCATION TO SEWER FUND COLLECTIONS	(86,468.62)
72	ALLOCATION TO COURT TRUST FUND	(48,682.13)

TOTAL ALLOCATIONS TO OTHER FUNDS	18,535,052.01
ALLOCATION FROM COMBINED CASH FUND - 01-1010000	(18,535,052.01)

ZERO PROOF IF ALLOCATIONS BALANCE	.00
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HYRUM CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

Section 11. Item H.

GENERAL FUND

ASSETS

10-1010000	CASH IN COMBINED FUND	1,771,397.43	
10-1131000	PETTY CASH	440.00	
10-1311000	ACCTS REC - UTILITIES	130,134.88	
10-1311001	ACCTS REC - PRIOR PERIOD	67,993.01	
10-1311400	ACCTS REC - PROPERTY TAXES	(12,196.00)	
10-1311410	LEVIED PROP TAXES RECEIVABLE	1,000,000.00	
10-1311500	ACCTS REC - CLASS C ROADS	42,481.00	
10-1311997	SALES AND USE TAX RECEIVABLE	508,821.00	
10-1311998	MASS TRANSIT RECEIVABLE	66,214.00	
10-1311999	FRANCHISE TAXES AR	47,510.00	
10-1312000	ALLOW FOR BAD UTILITY ACCOUNTS	(39.17)	
10-1561100	PPD EXPENSE	187,722.73	
10-1561101	PPD EXPENSE - STAMPS	2,555.10	
10-1801110	DESIGNATED CASH - SENIOR	17,975.65	
10-1801120	DESIGNATED CASH - MUSEUM	5,678.97	
10-1801130	DESIGNATED CASH - FIRST RESP.	6,050.41	
10-1801140	DESIGNATED CASH - FIRE DEPT	244,126.60	
TOTAL ASSETS			4,086,865.61

LIABILITIES AND EQUITY

LIABILITIES

10-2131000	ACCTS PAY - GENERAL	33,789.84	
10-2131110	ACCTS PAY - CONTRACTOR DEP	568,309.72	
10-2131120	ACCTS PAY - BALL PROG DEPOSITS	1,000.00	
10-2131121	BALL FIELD PREP DEPOSIT	1,000.00	
10-2131130	ACCTS PAY - PARK DEPOSITS	4,975.00	
10-2131140	ACCTS PAY - DISPATCH	(3,285.37)	
10-2131150	ACCTS PAY - OTHER	10,745.89	
10-2131160	ZONING/SUBDIVISION DEPOSITS	246,025.44	
10-2211000	ACCRUED PAYROLL PAYABLE	53,400.00	
10-2220000	INSURANCE - CITY PORTION	(16.56)	
10-2220200	ULGT INSURANCE - CITY PORTION	1.11	
10-2222000	DISABILITY INSURANCE PAYABLE	27.32	
10-2223000	CREDIT UNION PAYABLE	(44.66)	
10-2224000	WORKER'S COMPENSATION PAYABLE	(25,427.54)	
10-2226000	INSURANCE - EMPLOYEE PORTION	(465.20)	
10-2226211	PEHP LIFE INS CITY PORTION	1.20	
10-2227000	TRUST INSURANCE-EMPLOYEE	.25	
10-2231000	STATE RETIREMENT PAYABLE	923.86	
10-2240000	UNEARNED PROPERTY TAXES	1,000,000.00	
10-2411050	STATE ASSESSMENT PAYABLE	(630.31)	
10-2411105	NON-UTILITY SALES TAX	5.28	
TOTAL LIABILITIES			1,890,335.27

FUND EQUITY

HYRUM CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

Section 11. Item H.

GENERAL FUND

UNAPPROPRIATED FUND BALANCE:			
10-2951000	GEN FUND - PRIOR YR UNAPPROP	2,430,173.83	
10-2951060	GENERAL FUND - DESIGNATED	273,831.63	
	REVENUE OVER EXPENDITURES - YTD	(507,475.12)	
BALANCE - CURRENT DATE		2,196,530.34	
TOTAL FUND EQUITY			2,196,530.34
TOTAL LIABILITIES AND EQUITY			4,086,865.61

HYRUM CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

Section 11. Item H.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-3110 GEN PROPERTY TAXES - CURRENT	163.61	2,373.76	1,035,529.00	1,033,155.24	.2
10-3115 FEE IN LIEU	5,709.59	12,119.21	55,000.00	42,880.79	22.0
10-3120 GEN PROP TAXES - DELINQUENT	12.76	35.26	15,000.00	14,964.74	.2
10-3130 GENERAL SALES TAX	159,345.70	721,392.20	2,500,000.00	1,778,607.80	28.9
10-3140 FRANCHISE TAXES	595.64	1,856.26	55,000.00	53,143.74	3.4
10-3145 ENERGY SALES AND USE TAX	16,808.47	24,673.47	400,000.00	375,326.53	6.2
10-3150 MASS TRANSIT TAX	(921.77)	.00	350,000.00	350,000.00	.0
10-3155 TRANSIENT ROOM TAX	1,425.74	1,425.74	5,000.00	3,574.26	28.5
TOTAL TAXES	183,139.74	763,875.90	4,415,529.00	3,651,653.10	17.3
<u>LICENSES AND PERMITS</u>					
10-3210 BUSINESS LICENSES	20.00	815.00	28,000.00	27,185.00	2.9
10-3221 BUILDING PERMITS	1,173.40	9,341.66	50,000.00	40,658.34	18.7
10-3225 ANIMAL LICENSES	94.00	186.00	11,000.00	10,814.00	1.7
TOTAL LICENSES AND PERMITS	1,287.40	10,342.66	89,000.00	78,657.34	11.6
<u>INTERGOVERNMENTAL REVENUES</u>					
10-3340 STATE - FEDERAL GRANTS	.00	.00	650,000.00	650,000.00	.0
10-3356 CLASS C ROAD ALLOTMENT	106,713.09	150,755.90	1,200,000.00	1,049,244.10	12.6
TOTAL INTERGOVERNMENTAL REVENUES	106,713.09	150,755.90	1,850,000.00	1,699,244.10	8.2
<u>CHARGES FOR SERVICES</u>					
10-3413 ZONING & SUBDIVISION FEES	855.00	35,259.16	50,000.00	14,740.84	70.5
10-3415 SALE OF MAPS & PUBLICATIONS	.00	18.65	500.00	481.35	3.7
10-3422 SPECIAL PROTECTIVE SERVICES	.00	288.00	195,000.00	194,712.00	.2
10-3431 STREET, SIDEWALK & CURB REPAIR	.00	11,861.70	.00	(11,861.70)	.0
10-3440 SOLID WASTE COLLECTION	97,696.25	291,575.06	1,200,000.00	908,424.94	24.3
10-3441 EMERGENCY MEDICAL SERVICES	17,468.95	52,484.35	210,000.00	157,515.65	25.0
10-3455 ANIMAL CONTROL FEES	.00	10.00	100.00	90.00	10.0
10-3473 RECREATION REVENUES	300.00	8,540.00	20,000.00	11,460.00	42.7
10-3474 COMMUNITY PROGRESS REVENUES	.00	.00	4,000.00	4,000.00	.0
10-3475 YOUTH COUNCIL ACTIVITIES	.00	2,295.28	3,000.00	704.72	76.5
10-3476 LIBRARY USE FEES	1,125.00	4,091.00	100,000.00	95,909.00	4.1
10-3477 ROAD IMPACT FEES	.00	12,464.00	23,400.00	10,936.00	53.3
10-3479 PARK IMPACT FEES	4,434.00	35,472.00	177,400.00	141,928.00	20.0
10-3480 CEMETERY	3,050.00	19,650.00	90,000.00	70,350.00	21.8
10-3490 MISCELLANEOUS	2,046.01	5,519.31	100,000.00	94,480.69	5.5
TOTAL CHARGES FOR SERVICES	126,975.21	479,528.51	2,173,400.00	1,693,871.49	22.1

HYRUM CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

Section 11. Item H.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FINES AND FORFEITURES</u>					
10-3510 COURT FINES	10,643.58	21,966.30	110,000.00	88,033.70	20.0
10-3512 LIBRARY FINES	458.75	1,436.53	6,500.00	5,063.47	22.1
10-3513 PARKING TICKETS	.00	105.00	950.00	845.00	11.1
TOTAL FINES AND FORFEITURES	11,102.33	23,507.83	117,450.00	93,942.17	20.0
<u>MISCELLANEOUS REVENUES</u>					
10-3610 INTEREST EARNINGS	7,438.80	21,781.23	100,000.00	78,218.77	21.8
10-3620 BUILDING & FACILITY RENTS	9,430.00	19,860.50	90,000.00	70,139.50	22.1
10-3622 LIBRARY ROOM RENTAL FEES	.00	.00	100.00	100.00	.0
10-3640 SALE OF FIXED ASSETS	4,000.00	28,602.25	10,000.00	(18,602.25)	286.0
10-3650 SALE OF MATERIAL & SUPPLIES	268.99	342.99	3,000.00	2,657.01	11.4
10-3651 SALE OF LIBRARY MAT'L & BOOKS	209.50	1,054.90	2,000.00	945.10	52.8
10-3652 LIBRARY COPY & LAMINATING FEES	174.80	552.38	2,000.00	1,447.62	27.6
TOTAL MISCELLANEOUS REVENUES	21,522.09	72,194.25	207,100.00	134,905.75	34.9
<u>CONTRIBUTIONS AND TRANSFERS</u>					
10-3869 CONTRIBUTIONS - SENIOR CENTER	.00	100.00	.00	(100.00)	.0
10-3870 CONTRIBUTIONS - PRIVATE	884.00	2,526.82	10,000.00	7,473.18	25.3
10-3871 CONTRIBUTIONS - SR. CIT. TRIPS	76.00	197.00	5,000.00	4,803.00	3.9
10-3872 CONTRIBUTIONS - NEW LIBRARY	.00	.00	1,000.00	1,000.00	.0
10-3874 DONATIONS - ELITE HALL	.00	100.00	1,000.00	900.00	10.0
10-3875 CONTRIBUTIONS - MUSEUM	.00	400.00	10,000.00	9,600.00	4.0
10-3876 CONTRIBUTIONS - MISC.	.00	820.54	7,000.00	6,179.46	11.7
10-3891 CONTRIBUTIONS - DESIGNATED GF	.00	.00	22,400.00	22,400.00	.0
10-3893 TRANS FM/TO GEN FUND UNAPPROP	.00	.00	2,068,621.00	2,068,621.00	.0
TOTAL CONTRIBUTIONS AND TRANSFERS	960.00	4,144.36	2,125,021.00	2,120,876.64	.2
TOTAL FUND REVENUE	451,699.86	1,504,349.41	10,977,500.00	9,473,150.59	13.7

HYRUM CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

Section 11. Item H.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CITY COUNCIL</u>					
10-4110-110 SALARY & WAGES	2,000.00	7,000.00	33,000.00	26,000.00	21.2
10-4110-130 EMPLOYEE BENEFITS	153.00	535.50	3,100.00	2,564.50	17.3
10-4110-230 TRAVEL & MEETINGS	.00	.00	10,000.00	10,000.00	.0
10-4110-510 INSURANCE	.00	.00	550.00	550.00	.0
10-4110-610 MISCELLANEOUS	.00	.00	600.00	600.00	.0
TOTAL CITY COUNCIL	2,153.00	7,535.50	47,250.00	39,714.50	16.0
<u>J. P. COURT</u>					
10-4120-110 SALARY & WAGES	6,380.26	19,841.78	96,300.00	76,458.22	20.6
10-4120-115 OVERTIME	.00	.00	100.00	100.00	.0
10-4120-130 EMPLOYEE BENEFITS	510.72	1,663.69	12,300.00	10,636.31	13.5
10-4120-210 BOOKS, SUBSCRIP & MEMBERSHIPS	.00	144.72	1,400.00	1,255.28	10.3
10-4120-230 TRAVEL & TRAINING	820.87	820.87	4,000.00	3,179.13	20.5
10-4120-240 OFFICE SUPPLIES & EXPENSE	.00	128.95	1,500.00	1,371.05	8.6
10-4120-250 EQUIP SUPPLIES & MAINTENANCE	251.90	487.28	2,400.00	1,912.72	20.3
10-4120-280 TELEPHONE	20.02	40.04	1,000.00	959.96	4.0
10-4120-310 ATTORNEY FEES	524.07	1,324.07	.00	1,324.07	.0
10-4120-510 INSURANCE	.00	.00	1,100.00	1,100.00	.0
10-4120-620 WITNESS, JURY & BALIFF FEES	1,972.02	3,383.02	14,000.00	10,616.98	24.2
TOTAL J. P. COURT	10,479.86	27,834.42	134,100.00	106,265.58	20.8
<u>MAYOR</u>					
10-4130-110 SALARY & WAGES	462.72	1,388.16	18,400.00	17,011.84	7.5
10-4130-130 EMPLOYEE BENEFITS	46.97	164.09	5,600.00	5,435.91	2.9
10-4130-210 BOOKS, SUBSCRIP & MEMBERSHIPS	.00	.00	500.00	500.00	.0
10-4130-230 TRAVEL & MEETINGS	.00	47.04	4,500.00	4,452.96	1.1
10-4130-240 OFFICE SUPPLIES & EXPENSE	.00	.00	100.00	100.00	.0
10-4130-280 TELEPHONE	.00	.00	50.00	50.00	.0
10-4130-510 INSURANCE	.00	.00	300.00	300.00	.0
10-4130-610 MISCELLANEOUS	.00	.00	600.00	600.00	.0
TOTAL MAYOR	509.69	1,599.29	30,050.00	28,450.71	5.3

HYRUM CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

Section 11. Item H.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-4140-110 SALARY & WAGES	7,701.20	21,823.54	134,900.00	113,076.46	16.2
10-4140-115 OVERTIME	551.58	1,705.71	6,000.00	4,294.29	28.4
10-4140-130 EMPLOYEE BENEFITS	2,722.49	7,044.25	32,200.00	25,155.75	21.9
10-4140-210 BOOKS, SUBSCRIP & MEMBERSHIPS	.00	220.00	1,000.00	780.00	22.0
10-4140-220 PUBLIC NOTICES	.00	.00	1,000.00	1,000.00	.0
10-4140-230 TRAVEL & TRAINING	245.00	3,965.08	2,500.00	(1,465.08)	158.6
10-4140-240 OFFICE SUPPLIES & EXPENSE	512.25	1,339.20	6,500.00	5,160.80	20.6
10-4140-250 EQUIP SUPPLIES & MAINTENANCE	142.16	351.21	6,500.00	6,148.79	5.4
10-4140-280 TELEPHONE	239.90	695.28	2,500.00	1,804.72	27.8
10-4140-285 INTERNET SERVICE	.00	.00	1,000.00	1,000.00	.0
10-4140-310 PROFESSIONAL SERVICES	2,206.13	10,061.00	60,000.00	49,939.00	16.8
10-4140-510 INSURANCE & BONDS	.00	.00	2,400.00	2,400.00	.0
10-4140-610 MISCELLANEOUS	39.00	106.92	500.00	393.08	21.4
TOTAL ADMINISTRATION	14,359.71	47,312.19	257,000.00	209,687.81	18.4
<u>NON DEPARTMENTAL</u>					
10-4150-210 MEMBERSHIPS	.00	6,634.18	6,500.00	(134.18)	102.1
10-4150-220 PUBLIC NOTICES	349.80	1,897.21	7,000.00	5,102.79	27.1
10-4150-310 PROFESSIONAL SERVICES	.00	.00	5,000.00	5,000.00	.0
10-4150-510 INSURANCE & BONDS	292.60	292.60	200.00	(92.60)	146.3
TOTAL NON DEPARTMENTAL	642.40	8,823.99	18,700.00	9,876.01	47.2
<u>GENERAL GOVERNMENT BUILDINGS</u>					
10-4160-110 SALARY & WAGES	2,851.88	7,770.47	42,400.00	34,629.53	18.3
10-4160-115 OVERTIME	.00	63.00	.00	(63.00)	.0
10-4160-130 EMPLOYEE BENEFITS	1,204.97	3,379.56	16,700.00	13,320.44	20.2
10-4160-250 EQUIP SUPPLIES & MAINTENANCE	217.55	217.55	2,000.00	1,782.45	10.9
10-4160-260 BLDG & GROUNDS SUP & MAINT	3,167.03	11,587.03	35,000.00	23,412.97	33.1
10-4160-270 UTILITIES	34.91	58.35	13,000.00	12,941.65	.5
10-4160-310 CONTRACT SERVICES	177.48	532.44	6,000.00	5,467.56	8.9
10-4160-510 INSURANCE	.00	.00	10,500.00	10,500.00	.0
10-4160-610 MISCELLANEOUS	.00	.00	1,000.00	1,000.00	.0
10-4160-620 MISCELLANEOUS SERVICES	400.00	760.00	3,000.00	2,240.00	25.3
10-4160-720 BUILDING IMPROVEMENTS	.00	.00	900,000.00	900,000.00	.0
TOTAL GENERAL GOVERNMENT BUILDINGS	8,053.82	24,368.40	1,029,600.00	1,005,231.60	2.4

HYRUM CITY CORPORATION
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ELECTION</u>					
10-4170-220 PUBLIC NOTICES	.00	.00	500.00	500.00	.0
10-4170-240 ELECTION SUPPLIES	.00	.00	25,000.00	25,000.00	.0
10-4170-620 ELECTION SERVICES	.00	.00	3,500.00	3,500.00	.0
TOTAL ELECTION	.00	.00	29,000.00	29,000.00	.0

<u>PLANNING COMMISSION</u>					
10-4180-110 SALARY & WAGES	12,356.47	34,460.60	158,600.00	124,139.40	21.7
10-4180-115 OVERTIME	1,597.76	5,107.48	2,000.00	(3,107.48)	255.4
10-4180-130 EMPLOYEE BENEFITS	5,929.88	16,068.50	75,000.00	58,931.50	21.4
10-4180-210 BOOKS, SUBSCRIP & MEMBERSHIPS	.00	.00	1,000.00	1,000.00	.0
10-4180-220 PUBLIC NOTICES	.00	384.00	1,000.00	616.00	38.4
10-4180-230 TRAVEL & TRAINING	.00	.00	3,000.00	3,000.00	.0
10-4180-240 OFFICE SUPPLIES & EXPENSE	.00	.00	200.00	200.00	.0
10-4180-250 EQUIPMENT SUPPLIES & MAINTENAN	149.10	538.30	2,000.00	1,461.70	26.9
10-4180-280 TELEPHONE	67.36	144.70	800.00	655.30	18.1
10-4180-310 PROFESSIONAL SERVICES	33,009.70	34,379.70	190,000.00	155,620.30	18.1
10-4180-510 INSURANCE	.00	.00	900.00	900.00	.0
TOTAL PLANNING COMMISSION	53,110.27	91,083.28	434,500.00	343,416.72	21.0

<u>LAW ENFORCEMENT</u>					
10-4210-310 CONTRACT SERVICES	.00	157,920.00	315,900.00	157,980.00	50.0
TOTAL LAW ENFORCEMENT	.00	157,920.00	315,900.00	157,980.00	50.0

<u>EMERGENCY MANAGMENT SERVICES</u>					
10-4212-110 SALARY & WAGES	.00	.00	5,900.00	5,900.00	.0
10-4212-130 EMPLOYEE BENEFITS	.00	.00	1,000.00	1,000.00	.0
10-4212-220 PUBLIC NOTICES	.00	.00	100.00	100.00	.0
10-4212-230 TRAVEL & TRAINING	.00	.00	1,000.00	1,000.00	.0
10-4212-240 OFFICE SUPPLIES & EXPENSE	.00	.00	200.00	200.00	.0
10-4212-250 EQUIP SUPPLIES & MAINTENANCE	1,873.00	3,880.67	2,100.00	(1,780.67)	184.8
10-4212-310 PROFESSIONAL SERVICES	91,518.91	91,518.91	190,000.00	98,481.09	48.2
10-4212-510 INSURANCE	.00	.00	200.00	200.00	.0
10-4212-610 MISCELLANEOUS	.00	.00	200.00	200.00	.0
10-4212-740 EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
TOTAL EMERGENCY MANAGMENT SERVICE	93,391.91	95,399.58	205,700.00	110,300.42	46.4

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	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRST RESPONDERS</u>					
10-4215-110 SALARY & WAGES	29,459.39	29,459.39	30,000.00	540.61	98.2
10-4215-116 STANDBY TIME	356.00	356.00	.00	(356.00)	.0
10-4215-130 EMPLOYEE BENEFITS	2,280.90	2,280.90	2,800.00	519.10	81.5
10-4215-210 BOOKS, SUBSCRIP & MEMBERSHIPS	.00	.00	200.00	200.00	.0
10-4215-230 TRAVEL & TRAINING	1,596.00	1,596.00	10,800.00	9,204.00	14.8
10-4215-240 OFFICE SUPPLIES & EXPENSE	.00	.00	150.00	150.00	.0
10-4215-250 EQUIP SUPPLIES & MAINTENANCE	437.27	437.27	6,500.00	6,062.73	6.7
10-4215-280 TELEPHONE	35.00	35.00	1,200.00	1,165.00	2.9
10-4215-310 PROFESSIONAL SERVICES	80.00	80.00	300.00	220.00	26.7
10-4215-510 INSURANCE	(481.83)	(481.83)	4,750.00	5,231.83	(10.1)
10-4215-610 MISCELLANEOUS	.00	.00	400.00	400.00	.0
10-4215-740 EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
TOTAL FIRST RESPONDERS	33,762.73	33,762.73	62,100.00	28,337.27	54.4

FIRE DEPARTMENT

10-4220-110 SALARY & WAGES	62,466.05	87,864.05	80,000.00	(7,864.05)	109.8
10-4220-116 ON CALL PAY	12,219.00	12,219.00	.00	(12,219.00)	.0
10-4220-130 EMPLOYEE BENEFITS	5,713.39	7,656.36	7,500.00	(156.36)	102.1
10-4220-210 BOOKS, SUBSCRIP & MEMBERSHIPS	.00	.00	1,000.00	1,000.00	.0
10-4220-230 TRAVEL & TRAINING	358.65	9,145.33	15,000.00	5,854.67	61.0
10-4220-240 OFFICE SUPPLIES & EXPENSE	6.93	25.59	500.00	474.41	5.1
10-4220-250 EQUIP SUPPLIES & MAINTENANCE	1,992.76	8,317.62	30,000.00	21,682.38	27.7
10-4220-260 BLDG & GROUNDS SUPPLIES & MAIN	.00	1,000.05	2,500.00	1,499.95	40.0
10-4220-270 UTILITIES	73.63	144.45	9,000.00	8,855.55	1.6
10-4220-280 TELEPHONE	1,090.06	1,150.12	2,500.00	1,349.88	46.0
10-4220-285 INTERNET SERVICE	.00	.00	1,600.00	1,600.00	.0
10-4220-310 PROFESSIONAL SERVICES	83,578.35	83,578.35	200,000.00	116,421.65	41.8
10-4220-510 INSURANCE	489.30	489.30	22,500.00	22,010.70	2.2
10-4220-610 MISCELLANEOUS	.00	.00	1,500.00	1,500.00	.0
10-4220-740 EQUIPMENT	350.96	5,400.96	219,860.00	214,459.04	2.5
TOTAL FIRE DEPARTMENT	168,339.08	216,991.18	593,460.00	376,468.82	36.6

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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ANIMAL CONTROL</u>					
10-4253-110 SALARY & WAGES	1,696.44	4,912.08	39,700.00	34,787.92	12.4
10-4253-130 EMPLOYEE BENEFITS	129.77	375.77	3,450.00	3,074.23	10.9
10-4253-210 MEMBERSHIPS	.00	.00	80.00	80.00	.0
10-4253-220 PUBLIC NOTICES	.00	.00	100.00	100.00	.0
10-4253-230 TRAVEL & TRAINING	.00	.00	3,500.00	3,500.00	.0
10-4253-250 EQUIP SUPPLIES & MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
10-4253-280 TELEPHONE	40.00	120.00	1,000.00	880.00	12.0
10-4253-310 PROFESSIONAL SERVICES	.00	.00	3,500.00	3,500.00	.0
10-4253-480 SPECIAL DEPARTMENTAL SUPPLIES	.00	.00	350.00	350.00	.0
10-4253-510 INSURANCE	.00	.00	500.00	500.00	.0
10-4253-620 MISCELLANEOUS SERVICES	.00	.00	490.00	490.00	.0
TOTAL ANIMAL CONTROL	1,866.21	5,407.85	53,670.00	48,262.15	10.1
<u>ROADS</u>					
10-4410-110 SALARY & WAGES	7,097.77	17,069.86	97,000.00	79,930.14	17.6
10-4410-115 OVERTIME	323.84	985.77	10,000.00	9,014.23	9.9
10-4410-120 SEASONAL/TEMPORARY EMPLOYEES	.00	.00	9,000.00	9,000.00	.0
10-4410-130 EMPLOYEE BENEFITS	2,577.65	7,298.55	36,800.00	29,501.45	19.8
10-4410-230 TRAVEL	.00	.00	2,000.00	2,000.00	.0
10-4410-240 OFFICE SUPPLIES & EXPENSE	.00	.00	100.00	100.00	.0
10-4410-250 EQUIP SUPPLIES & MAINTENANCE	4,666.04	9,797.07	45,000.00	35,202.93	21.8
10-4410-260 BLDG & GROUNDS SUP & MAINT	.00	.00	5,000.00	5,000.00	.0
10-4410-280 TELEPHONE	61.25	183.75	800.00	616.25	23.0
10-4410-310 PROFESSIONAL SERVICES	.00	.00	2,500.00	2,500.00	.0
10-4410-410 ROAD MAINTENANCE	13,067.29	33,535.81	70,000.00	36,464.19	47.9
10-4410-450 PUBLIC SAFETY SUPPLIES	.00	.00	60,000.00	60,000.00	.0
10-4410-480 SIDEWALK CONST & MAINT	6,864.00	12,155.00	615,000.00	602,845.00	2.0
10-4410-481 STREET TREE MAINTENANCE	.00	7,262.00	100,000.00	92,738.00	7.3
10-4410-482 CURB & GUTTER CONST & MAINT	7,050.00	61,423.36	100,000.00	38,576.64	61.4
10-4410-510 INSURANCE	560.85	560.85	14,700.00	14,139.15	3.8
10-4410-610 MISCELLANEOUS SUPPLIES	.00	.00	500.00	500.00	.0
10-4410-720 BUILDING IMPROVEMENTS	.00	.00	525,000.00	525,000.00	.0
10-4410-740 EQUIPMENT	99,785.00	195,590.70	340,000.00	144,409.30	57.5
10-4410-750 OTHER IMPROVEMENTS	184,101.70	184,101.70	1,140,000.00	955,898.30	16.2
TOTAL ROADS	326,155.39	529,964.42	3,173,400.00	2,643,435.58	16.7
<u>SOLID WASTE COLLECTION</u>					
10-4420-240 OFFICE SUPPLIES & EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-4420-310 CONTRACT SERVICES	93,028.39	279,000.64	1,100,000.00	820,999.36	25.4
10-4420-311 COMMUNITY CLEAN UP	.00	.00	11,000.00	11,000.00	.0
TOTAL SOLID WASTE COLLECTION	93,028.39	279,000.64	1,112,000.00	832,999.36	25.1

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GENERAL FUND

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<u>SHOP</u>					
10-4440-250 EQUIP SUPPLIES & MAINTENANCE	1,121.26	2,879.08	11,000.00	8,120.92	26.2
10-4440-280 TELEPHONE	.00	.00	600.00	600.00	.0
10-4440-480 SPECIAL DEPARTMENTAL SUPPLIES	45.95	257.49	1,000.00	742.51	25.8
10-4440-510 INSURANCE	.00	.00	700.00	700.00	.0
10-4440-610 MISCELLANEOUS	.00	.00	100.00	100.00	.0
10-4440-740 EQUIPMENT	.00	.00	15,000.00	15,000.00	.0
TOTAL SHOP	1,167.21	3,136.57	28,400.00	25,263.43	11.0

<u>PARKS</u>					
10-4510-110 SALARY & WAGES	13,193.82	40,675.90	151,300.00	110,624.10	26.9
10-4510-115 OVERTIME	571.79	2,369.84	4,000.00	1,630.16	59.3
10-4510-120 SEASONAL/TEMPORARY EMPLOYEES	3,462.38	25,710.50	50,000.00	24,289.50	51.4
10-4510-130 EMPLOYEE BENEFITS	7,410.10	22,884.98	90,500.00	67,615.02	25.3
10-4510-230 TRAVEL & TRAINING	87.68	87.68	1,500.00	1,412.32	5.9
10-4510-250 EQUIPMENT SUPPLIES & MAINT	409.92	2,789.90	23,700.00	20,910.10	11.8
10-4510-252 CLOTHING AND PPC	119.88	119.88	1,300.00	1,180.12	9.2
10-4510-260 BLDG & GROUNDS SUP & MAINT	28,958.35	50,104.17	70,000.00	19,895.83	71.6
10-4510-280 TELEPHONE	120.00	360.00	1,200.00	840.00	30.0
10-4510-310 PROFESSIONAL SERVICES	30,646.64	44,779.92	75,000.00	30,220.08	59.7
10-4510-510 INSURANCE	.00	.00	11,000.00	11,000.00	.0
10-4510-610 MISCELLANEOUS SUPPLIES	.00	.00	400.00	400.00	.0
10-4510-620 MISCELLANEOUS SERVICES	.00	.00	500.00	500.00	.0
10-4510-730 PARK IMPROVEMENTS	4,155.80	23,021.04	1,225,000.00	1,201,978.96	1.9
TOTAL PARKS	89,136.36	212,903.81	1,705,400.00	1,492,496.19	12.5

<u>ENGINEERING</u>					
10-4550-110 SALARY & WAGES	2,455.28	7,341.32	56,700.00	49,358.68	13.0
10-4550-115 OVERTIME	192.20	321.73	2,000.00	1,678.27	16.1
10-4550-130 EMPLOYEE BENEFITS	1,100.42	3,255.38	13,500.00	10,244.62	24.1
10-4550-210 BOOKS, SUBS & MEMBERSHIP	.00	.00	1,500.00	1,500.00	.0
10-4550-230 TRAVEL & MEETINGS	.00	.00	1,500.00	1,500.00	.0
10-4550-240 OFFICE SUPPLIES & EXPENSE	.00	80.45	100.00	19.55	80.5
10-4550-250 EQUIP SUPPLIES & MAINTENANCE	.00	295.73	5,000.00	4,704.27	5.9
10-4550-280 TELEPHONE	39.86	79.70	700.00	620.30	11.4
10-4550-310 PROFESSIONAL SERVICES	.00	900.00	30,000.00	29,100.00	3.0
10-4550-510 INSURANCE	.00	.00	1,950.00	1,950.00	.0
10-4550-610 MISCELLANEOUS	.00	.00	50.00	50.00	.0
TOTAL ENGINEERING	3,787.76	12,274.31	113,000.00	100,725.69	10.9

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GENERAL FUND

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<u>RECREATION</u>					
10-4561-110 SALARY & WAGES	7,752.61	24,584.13	82,600.00	58,015.87	29.8
10-4561-120 SEASONAL/TEMPORARY EMPLOYEES	.00	1,773.33	10,000.00	8,226.67	17.7
10-4561-130 EMPLOYEE BENEFITS	4,001.01	12,468.99	45,100.00	32,631.01	27.7
10-4561-220 PUBLIC NOTICES	43.18	43.18	220.00	176.82	19.6
10-4561-230 TRAVEL	.00	.00	1,000.00	1,000.00	.0
10-4561-240 OFFICE SUPPLIES & EXPENSE	9.99	43.98	1,000.00	956.02	4.4
10-4561-250 EQUIPMENT SUPPLIES & EXPENSE	96.66	1,471.95	11,000.00	9,528.05	13.4
10-4561-280 TELEPHONE	35.00	105.00	.00	(105.00)	.0
10-4561-480 SPECIAL DEPARTMENTAL SUPPLIES	607.00	607.00	24,000.00	23,393.00	2.5
10-4561-481 FIELD PREPARATION SUPPLIES	.00	.00	10,000.00	10,000.00	.0
10-4561-510 INSURANCE	2,692.05	2,692.05	3,000.00	307.95	89.7
10-4561-609 TOURNAMENT REGISTRATION	.00	.00	1,000.00	1,000.00	.0
10-4561-610 MISCELLANEOUS SUPPLIES	39.00	195.00	800.00	605.00	24.4
10-4561-620 MISCELLANEOUS SERVICES	1,314.05	2,505.76	15,000.00	12,494.24	16.7
TOTAL RECREATION	16,590.55	46,490.37	204,720.00	158,229.63	22.7
<u>MUSEUM</u>					
10-4562-110 SALARY & WAGES	5,355.64	16,604.56	90,300.00	73,695.44	18.4
10-4562-130 EMPLOYEE BENEFITS	1,072.91	3,227.38	13,000.00	9,772.62	24.8
10-4562-210 BOOKS, SUBSCRIP & MEMBERSHIPS	175.00	175.00	650.00	475.00	26.9
10-4562-220 MUSEUM PROMOTION	45.88	45.88	1,000.00	954.12	4.6
10-4562-230 TRAVEL	2,046.82	2,246.57	5,000.00	2,753.43	44.9
10-4562-240 OFFICE SUPPLIES	.00	.00	600.00	600.00	.0
10-4562-250 EQUIP SUPPLIES & MAINTENANCE	938.30	938.30	750.00	(188.30)	125.1
10-4562-260 BLDG & GRNDS SUPPLIES & MAINT	63.00	347.83	100.00	(247.83)	347.8
10-4562-280 TELEPHONE	139.00	313.00	650.00	337.00	48.2
10-4562-310 CONTRACT SERVICES	77.26	77.26	.00	(77.26)	.0
10-4562-480 MUSEUM ARTIFACTS & MATERIALS	.00	.00	1,000.00	1,000.00	.0
10-4562-510 INSURANCE	.00	.00	900.00	900.00	.0
10-4562-610 MISCELLANEOUS	.00	248.77	1,000.00	751.23	24.9
10-4562-720 BUILDING IMPROVEMENTS	.00	500.00	10,000.00	9,500.00	5.0
TOTAL MUSEUM	9,913.81	24,724.55	124,950.00	100,225.45	19.8
<u>YOUTH COUNCIL</u>					
10-4563-210 MEMBERSHIPS	.00	.00	50.00	50.00	.0
10-4563-230 TRAVEL & TRAINING	.00	.00	5,000.00	5,000.00	.0
10-4563-250 EQUIP SUPPLIES & MAINTENANCE	51.62	51.62	1,000.00	948.38	5.2
10-4563-610 MISCELLANEOUS SUPPLIES	.00	95.59	5,000.00	4,904.41	1.9
10-4563-620 MISCELLANEOUS SERVICES	.00	.00	500.00	500.00	.0
TOTAL YOUTH COUNCIL	51.62	147.21	11,550.00	11,402.79	1.3

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<u>SENIOR CITIZENS</u>					
10-4564-110 SALARY & WAGES	5,952.01	18,125.59	73,900.00	55,774.41	24.5
10-4564-115 OVERTIME	.00	.00	1,000.00	1,000.00	.0
10-4564-130 EMPLOYEE BENEFITS	1,089.90	3,289.58	12,900.00	9,610.42	25.5
10-4564-220 PUBLIC NOTICES	.00	.00	400.00	400.00	.0
10-4564-230 TRAVEL & TRAINING	108.54	212.86	7,500.00	7,287.14	2.8
10-4564-240 OFFICE SUPPLIES	9.95	34.51	500.00	465.49	6.9
10-4564-250 EQUIP SUPPLIES & MAINTENANCE	9.84	9.84	4,000.00	3,990.16	.3
10-4564-260 BLDG & GROUNDS SUP & MAINT	100.00	369.47	3,000.00	2,630.53	12.3
10-4564-270 UTILITIES	23.76	41.93	2,500.00	2,458.07	1.7
10-4564-280 TELEPHONE	74.86	184.70	1,000.00	815.30	18.5
10-4564-285 INTERNET SERVICE	89.95	179.90	1,500.00	1,320.10	12.0
10-4564-480 FOOD COST	123.36	301.57	10,000.00	9,698.43	3.0
10-4564-510 INSURANCE	.00	.00	6,500.00	6,500.00	.0
10-4564-610 MISCELLANEOUS SUPPLIES	793.21	1,295.95	12,000.00	10,704.05	10.8
10-4564-620 MISCELLANEOUS SERVICES	75.00	275.00	6,000.00	5,725.00	4.6
10-4564-720 BUILDINGS	.00	.00	14,000.00	14,000.00	.0
TOTAL SENIOR CITIZENS	8,450.38	24,320.90	156,700.00	132,379.10	15.5

LIBRARY DEPARTMENT

10-4580-110 SALARY & WAGES	18,983.61	56,078.00	262,500.00	206,422.00	21.4
10-4580-115 OVERTIME	.00	.00	300.00	300.00	.0
10-4580-130 EMPLOYEE BENEFITS	5,581.65	16,611.72	63,800.00	47,188.28	26.0
10-4580-210 BOOKS, SUBSCRIP & MEMBERSHIPS	61.00	1,080.15	.00	(1,080.15)	.0
10-4580-220 LIBRARY PROMOTION	95.32	2,233.37	8,000.00	5,766.63	27.9
10-4580-230 TRAVEL	.00	.00	1,500.00	1,500.00	.0
10-4580-240 OFFICE SUPPLIES & EXPENSE	1,130.70	1,138.17	7,000.00	5,861.83	16.3
10-4580-250 EQUIPMENT SUPPLIES & MAINT	743.55	4,540.29	10,000.00	5,459.71	45.4
10-4580-260 BLDG SUPPLIES & MAINT	1,801.11	5,647.12	20,000.00	14,352.88	28.2
10-4580-270 UTILITIES	54.66	105.33	10,000.00	9,894.67	1.1
10-4580-280 TELEPHONE	245.81	1,024.83	3,000.00	1,975.17	34.2
10-4580-285 INTERNET SERVICE	93.00	186.00	1,000.00	814.00	18.6
10-4580-310 PROFESSIONAL SERVICES	(16,917.82)	532.44	2,700.00	2,167.56	19.7
10-4580-480 LIBRARY BOOKS & MATERIALS	2,613.32	7,931.98	35,000.00	27,068.02	22.7
10-4580-481 LIBRARY TAPES	197.32	3,957.05	10,000.00	6,042.95	39.6
10-4580-510 INSURANCE	.00	.00	17,300.00	17,300.00	.0
10-4580-609 STATE GRANT	.00	.00	6,500.00	6,500.00	.0
10-4580-610 MISCELLANEOUS SUPPLIES	18.35	18.35	500.00	481.65	3.7
10-4580-620 MISCELLANEOUS SERVICES	13.86	13.86	500.00	486.14	2.8
10-4580-740 EQUIPMENT	.00	.00	8,400.00	8,400.00	.0
TOTAL LIBRARY DEPARTMENT	14,715.44	101,098.66	468,000.00	366,901.34	21.6

HYRUM CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
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Section 11. Item H.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CEMETERY</u>					
10-4590-110 SALARY & WAGES	2,105.45	6,051.87	24,000.00	17,948.13	25.2
10-4590-115 OVERTIME	419.54	1,146.31	3,000.00	1,853.69	38.2
10-4590-120 SEASONAL/TEMPORARY EMPLOYEES	.00	.00	10,000.00	10,000.00	.0
10-4590-130 EMPLOYEE BENEFITS	1,133.19	3,206.22	12,900.00	9,693.78	24.9
10-4590-240 OFFICE SUPPLIES & EXPENSE	.00	.00	300.00	300.00	.0
10-4590-250 EQUIPMENT SUPPLIES & MAINT	.00	250.60	7,000.00	6,749.40	3.6
10-4590-260 BLDG & GROUNDS SUP & MAINT	4,009.00	7,092.13	6,000.00	(1,092.13)	118.2
10-4590-280 TELEPHONE	25.25	75.75	150.00	74.25	50.5
10-4590-310 PROFESSIONAL SERVICES	3,200.00	17,600.00	55,000.00	37,400.00	32.0
10-4590-510 INSURANCE	.00	.00	2,050.00	2,050.00	.0
10-4590-610 MISCELLANEOUS	.00	.00	500.00	500.00	.0
10-4590-730 CEMETERY IMPROVEMENTS	.00	.00	35,000.00	35,000.00	.0
10-4590-740 EQUIPMENT	.00	6,912.00	.00	(6,912.00)	.0
TOTAL CEMETERY	10,892.43	42,334.88	155,900.00	113,565.12	27.2
<u>COMMUNITY PROGRESS</u>					
10-4620-210 NIGHT OUT AGAINST CRIME	991.02	1,833.34	1,200.00	(633.34)	152.8
10-4620-211 EASTER EGG HUNT	.00	.00	1,200.00	1,200.00	.0
10-4620-220 HOLIDAY AT HARDWARE	.00	.00	2,000.00	2,000.00	.0
10-4620-240 PHOTOGRAPHY & SCRAPBOOK	.00	.00	600.00	600.00	.0
10-4620-250 PARADE FLOAT SUPPLIES & PULL	.00	.00	1,000.00	1,000.00	.0
10-4620-510 INSURANCE	.00	.00	450.00	450.00	.0
10-4620-610 MISCELLANEOUS SUPPLIES	.00	14,400.00	3,000.00	(11,400.00)	480.0
10-4620-611 4TH OF JULY	.00	1,156.46	30,000.00	28,843.54	3.9
10-4620-614 MASS TRANSIT-CVT	.00	.00	340,000.00	340,000.00	.0
10-4620-615 KILGORE TAX 50% TAX	.00	.00	130,000.00	130,000.00	.0
10-4620-620 MISCELLANEOUS SERVICES	.00	.00	1,000.00	1,000.00	.0
10-4620-621 HYRUM HORNETS	.00	.00	2,000.00	2,000.00	.0
TOTAL COMMUNITY PROGRESS	991.02	17,389.80	512,450.00	495,060.20	3.4
TOTAL FUND EXPENDITURES	961,549.04	2,011,824.53	10,977,500.00	8,965,675.47	18.3
NET REVENUE OVER EXPENDITURES	(509,849.18)	(507,475.12)	.00	507,475.12	.0

HYRUM CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

Section 11. Item H.

CAPITAL PROJECTS FUND

ASSETS

45-1010000	CASH IN COMBINED FUND	524,530.51	
	TOTAL ASSETS		524,530.51

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
45-2951000	CAP PROJ - UNAPPROPRIATED	629,624.27	
	REVENUE OVER EXPENDITURES - YTD	(105,093.76)	
	BALANCE - CURRENT DATE	524,530.51	
	TOTAL FUND EQUITY		524,530.51
	TOTAL LIABILITIES AND EQUITY		524,530.51

HYRUM CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
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CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUES</u>					
45-3620	INTEREST EARNINGS	2,075.91	6,714.18	38,000.00	31,285.82	17.7
	TOTAL MISCELLANEOUS REVENUES	2,075.91	6,714.18	38,000.00	31,285.82	17.7
	<u>INTERGOVERNMENTAL REVENUE</u>					
45-3895	TRANS FROM CAPITAL PROJ UNAP	.00	.00	562,000.00	562,000.00	.0
	TOTAL INTERGOVERNMENTAL REVENUE	.00	.00	562,000.00	562,000.00	.0
	TOTAL FUND REVENUE	2,075.91	6,714.18	600,000.00	593,285.82	1.1

HYRUM CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
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CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PARKS</u>					
45-4510-732	LIBBIE SPRINGS PARK	73,393.68	111,807.94	600,000.00	488,192.06	18.6
	TOTAL PARKS	73,393.68	111,807.94	600,000.00	488,192.06	18.6
	TOTAL FUND EXPENDITURES	73,393.68	111,807.94	600,000.00	488,192.06	18.6
	NET REVENUE OVER EXPENDITURES	(71,317.77)	(105,093.76)	.00	105,093.76	.0

HYRUM CITY CORPORATION
BALANCE SHEET
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WATER UTILITY FUND

ASSETS

51-1010000	CASH IN COMBINED FUND	2,290,530.19	
51-1311000	ACCTS REC - UTILITIES	85,444.90	
51-1311001	ACCTS REC - PRIOR PERIOD	97,159.65	
51-1312000	ALLOW FOR BAD UTILITY ACCOUNTS	(2,101.69)	
51-1511510	INVENTORY - WATER	298,922.84	
51-1561100	PPD EXPENSE-CHLORINE DEPOSIT	2,250.00	
51-1571000	DEFERRED OUTFLOW OF RESOURCES	77,768.00	
51-1611000	LAND & STOCK - WATER UTILITY	1,529,997.44	
51-1621000	BUILDINGS - WATER UTILITY	440,701.72	
51-1622000	DEPRECIATION - WATER BUILDINGS	(316,936.29)	
51-1631000	WATER STORAGE & DIST SYSTEM	13,193,713.98	
51-1632000	DEPREC - WATER DIST SYSTEM	(7,489,901.12)	
51-1642000	WATER IMPROVEMENTS	(1,179,759.00)	
51-1651000	EQUIPMENT - WATER UTILITY	2,498,800.26	
51-1652000	DEPRECIATION - WATER EQUIPMENT	(1,515,323.28)	
51-1711000	CONSTRUCTION IN PROGRESS	451,076.18	
	TOTAL ASSETS		10,462,343.78

LIABILITIES AND EQUITY

LIABILITIES

51-2131000	ACCTS PAY - WATER FUND	(284,204.73)	
51-2228000	ACCRUED VACATION - WATER	36,533.87	
51-2228001	DEFERRED INFLOWS OF RESOURCES	191.00	
51-2228002	UNFUNDED PENSION PAYABLE	43,878.00	
51-2230100	ACCRUED SICK LEAVE - WATER	72,092.34	
	TOTAL LIABILITIES	(131,509.52)	

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
51-2951000	WATER FUND - UNAPPROPRIATED	10,813,790.97	
51-2971001	UNFUNDED PENSION ADJ.	(76,159.00)	
	REVENUE OVER EXPENDITURES - YTD	(143,778.67)	
	BALANCE - CURRENT DATE	10,593,853.30	
	TOTAL FUND EQUITY		10,593,853.30
	TOTAL LIABILITIES AND EQUITY		10,462,343.78

HYRUM CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
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Section 11. Item H.

WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>UTILITY REVENUES</u>					
51-3711 METERED WATER SALES	140,941.62	441,897.32	1,700,000.00	1,258,102.68	26.0
51-3714 NEW CONNECTION FEES	1,272.00	7,208.00	34,000.00	26,792.00	21.2
51-3718 SALE OF MATERIALS	.00	.00	1,000.00	1,000.00	.0
51-3719 MISCELLANEOUS REVENUES	.00	704.00	5,000.00	4,296.00	14.1
51-3721 INTEREST EARNINGS	8,261.52	28,267.00	125,000.00	96,733.00	22.6
51-3723 PROF/LOSS SALE OF FIXED ASSETS	74,000.00	114,000.00	.00	(114,000.00)	.0
51-3725 IMPACT FEE - "BUY-IN"	619.15	3,027.15	170,000.00	166,972.85	1.8
51-3726 IMPACT FEE - STORAGE	3,207.31	15,681.31	13,760.00	(1,921.31)	114.0
51-3727 IMPACT FEE - DISTRIBUTION	5,125.94	25,061.94	71,280.00	46,218.06	35.2
51-3728 IMPACT FEE - TREATMENT	.00	.00	113,920.00	113,920.00	.0
51-3729 IMPACT FEE - PROFESSIONAL SERV	39.60	193.60	880.00	686.40	22.0
51-3742 RENT - NON-OPERATING PROPERTY	1,215.00	2,295.00	31,800.00	29,505.00	7.2
 TOTAL UTILITY REVENUES	 234,682.14	 638,335.32	 2,266,640.00	 1,628,304.68	 28.2
 TOTAL FUND REVENUE	 234,682.14	 638,335.32	 2,266,640.00	 1,628,304.68	 28.2

HYRUM CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
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Section 11. Item H.

WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER DEPARTMENT</u>					
51-5100-110 SALARIES AND WAGES	26,840.01	78,096.91	549,800.00	471,703.09	14.2
51-5100-115 OVERTIME	2,468.20	7,603.27	6,700.00	(903.27)	113.5
51-5100-116 STANDBY TIME	1,071.75	3,124.38	13,400.00	10,275.62	23.3
51-5100-120 SEASONAL	.00	.00	14,400.00	14,400.00	.0
51-5100-130 EMPLOYEE BENEFITS	13,219.08	38,077.94	245,200.00	207,122.06	15.5
51-5100-210 BOOKS, SUBSCRIP & MEMBERSHIPS	.00	.00	1,700.00	1,700.00	.0
51-5100-220 PUBLIC NOTICES	.00	.00	250.00	250.00	.0
51-5100-230 TRAVEL & TRAINING	528.00	1,628.00	10,000.00	8,372.00	16.3
51-5100-240 OFFICE SUPPLIES AND EXPENSE	.00	1,281.65	5,000.00	3,718.35	25.6
51-5100-250 EQUIP SUPPLIES & MAINTENANCE	3,435.54	23,223.12	41,100.00	17,876.88	56.5
51-5100-252 CLOTHING AND PPC	.00	177.47	6,500.00	6,322.53	2.7
51-5100-255 DISTRIB SYSTEM MAINTENANCE	73,533.34	117,858.41	260,000.00	142,141.59	45.3
51-5100-260 BLDG & GROUNDS SUP & MAINT	597.06	1,992.97	20,000.00	18,007.03	10.0
51-5100-270 UTILITIES	15,852.28	46,219.42	120,000.00	73,780.58	38.5
51-5100-280 TELEPHONE	540.53	1,420.93	5,000.00	3,579.07	28.4
51-5100-310 PROFESSIONAL SERVICES	2,852.48	7,924.77	20,000.00	12,075.23	39.6
51-5100-510 INSURANCE	739.95	739.95	10,600.00	9,860.05	7.0
51-5100-610 MISCELLANEOUS SUPPLIES	.00	.00	1,000.00	1,000.00	.0
51-5100-740 EQUIPMENT	132,314.48	230,927.93	410,000.00	179,072.07	56.3
51-5100-750 NEW CONSTRUCTION	21,057.40	221,816.87	935,000.00	713,183.13	23.7
51-5100-950 CONTRIBUTION - RESTRICTED FB	.00	.00	113,920.00	113,920.00	.0
 TOTAL WATER DEPARTMENT	 295,050.10	 782,113.99	 2,789,570.00	 2,007,456.01	 28.0
 TOTAL FUND EXPENDITURES	 295,050.10	 782,113.99	 2,789,570.00	 2,007,456.01	 28.0
 NET REVENUE OVER EXPENDITURES	 (60,367.96)	 (143,778.67)	 (522,930.00)	 (379,151.33)	 (27.5)

HYRUM CITY CORPORATION
BALANCE SHEET
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SEWER UTILITY FUND

ASSETS

52-1010000	CASH IN COMBINED FUND	5,873,334.04	
52-1311000	ACCTS REC - UTILITIES	184,018.90	
52-1311001	ACCTS REC - PRIOR PERIOD	119,431.09	
52-1311002	LEASE RECEIVABLE	243,834.48	
52-1312000	ALLOW FOR BAD UTILITY ACCOUNTS	104.19	
52-1561103	PPD EXPENSE - CHLORINE DEPOSIT	3,000.00	
52-1571000	DEFERRED OUTFLOW OF RESOURCES	87,938.00	
52-1611000	LAND - SEWER UTILITY	587,937.49	
52-1621000	PLANT & EQUIP - SEWER UTILITY	14,659,068.64	
52-1622000	DEPRECIATION - SEWER PLANT	(8,691,586.51)	
52-1631000	SEWERAGE COLLECTION SYSTEM	3,760,288.49	
52-1632000	DEPREC - SEWER COLLECT SYSTEM	(231,221.27)	
52-1642000	DEPREC - SEWER IMPROVEMENTS	(3,131,211.75)	
52-1651000	EQUIPMENT - SEWER UTILITY	463,924.71	
52-1652000	DEPRECIATION - SEWER EQUIPMENT	(380,118.45)	
52-1801240	RESTRICTED CASH-DEBT SERVICE	172,981.20	
52-1801250	RESTRICTED CASH-O&M RESERVE	233,944.65	
TOTAL ASSETS			13,955,667.90

LIABILITIES AND EQUITYLIABILITIES

52-2131000	ACCTS PAY - SEWER FUND	(841.28)	
52-2228000	ACCRUED VACATION - SEWER	25,056.25	
52-2228001	DEFERRED INFLOWS OF RESOURCES	216.00	
52-2228002	UNFUNDED PENSION PAYABLE	49,616.00	
52-2228003	DEFERRED INFLOWS OF RESOURCES-	218,345.40	
52-2230100	ACCRUED SICK LEAVE - SEWER	25,015.60	
52-2500001	BONDS PAYABLE-WWTP	2,266,794.63	
52-2551100	ACCRUED INT PAY - NEW PLANT	434.73	
TOTAL LIABILITIES			2,584,637.33

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
52-2951000	SEWER FUND - UNAPPROPRIATED	10,655,886.90	
52-2951522	SEWER FUND - RESTRICTED	406,925.85	
52-2971001	UNFUNDED PENSION ADJ.	(101,846.00)	
	REVENUE OVER EXPENDITURES - YTD	410,063.82	
BALANCE - CURRENT DATE		11,371,030.57	
TOTAL FUND EQUITY			11,371,030.57
TOTAL LIABILITIES AND EQUITY			13,955,667.90

HYRUM CITY CORPORATION
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Section 11. Item H.

SEWER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>UTILITY REVENUES</u>					
52-3731 SEWER SERVICE	212,506.66	626,443.29	1,837,500.00	1,211,056.71	34.1
52-3740 CUSTOMER SERVICE FEES	.00	550.00	.00	(550.00)	.0
52-3741 INTEREST EARNINGS	21,863.55	65,987.04	200,000.00	134,012.96	33.0
52-3744 MISCELLANEOUS REVENUES	.00	619.00	5,000.00	4,381.00	12.4
52-3747 IMPACT FEE - COLLECTION	.00	4,796.00	.00	(4,796.00)	.0
52-3748 IMPACT FEE - TREATMENT	6,674.94	31,666.40	150,000.00	118,333.60	21.1
TOTAL UTILITY REVENUES	241,045.15	730,061.73	2,192,500.00	1,462,438.27	33.3
TOTAL FUND REVENUE	241,045.15	730,061.73	2,192,500.00	1,462,438.27	33.3

HYRUM CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

Section 11. Item H.

SEWER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER DEPARTMENT</u>					
52-5200-110 SALARIES AND WAGES	24,357.89	67,699.28	403,000.00	335,300.72	16.8
52-5200-115 OVERTIME	1,762.44	6,821.79	20,000.00	13,178.21	34.1
52-5200-116 ON CALL PAY	969.98	2,737.07	15,000.00	12,262.93	18.3
52-5200-120 SEASONAL/TEMPORARY EMPLOYEES	.00	.00	2,000.00	2,000.00	.0
52-5200-130 EMPLOYEE BENEFITS	13,049.19	36,412.34	189,000.00	152,587.66	19.3
52-5200-210 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	1,000.00	1,000.00	.0
52-5200-220 PUBLIC NOTICES	.00	.00	500.00	500.00	.0
52-5200-230 TRAVEL & TRAINING	50.00	50.00	15,000.00	14,950.00	.3
52-5200-240 OFFICE SUPPLIES & EXPENSE	271.82	950.02	8,000.00	7,049.98	11.9
52-5200-250 LAB SUPPLIES	967.42	1,317.90	15,000.00	13,682.10	8.8
52-5200-251 WATER REUSE EQUIP SUP & MAINT	.00	.00	1,000.00	1,000.00	.0
52-5200-252 CLOTHING AND PPC	1,113.32	1,285.00	3,250.00	1,965.00	39.5
52-5200-254 PLANT EQUIP SUP & MAINT	30,102.73	40,288.34	250,000.00	209,711.66	16.1
52-5200-255 COLLECTION SYSTEM MAINTENANCE	1,264.53	4,067.08	.00	(4,067.08)	.0
52-5200-256 MBR CLEANING CHEMICALS	.00	10,461.29	50,000.00	39,538.71	20.9
52-5200-257 ALUMINUM SULFATE	.00	.00	120,000.00	120,000.00	.0
52-5200-258 POLYMER	.00	.00	16,000.00	16,000.00	.0
52-5200-260 BLDG & GROUNDS SUP & MAINT	2,066.64	2,579.27	75,000.00	72,420.73	3.4
52-5200-270 UTILITIES	26,616.11	77,171.01	340,000.00	262,828.99	22.7
52-5200-280 TELEPHONE	533.32	1,334.62	5,000.00	3,665.38	26.7
52-5200-285 INTERNET SERVICE	542.40	1,084.80	6,000.00	4,915.20	18.1
52-5200-310 PROFESSIONAL SERVICES	2,611.50	11,667.51	250,000.00	238,332.49	4.7
52-5200-510 INSURANCE	.00	.00	26,200.00	26,200.00	.0
52-5200-610 MISCELLANEOUS	.00	.00	2,000.00	2,000.00	.0
52-5200-700 AMORTIZATION OF BOND COSTS	.00	.00	2,500.00	2,500.00	.0
52-5200-740 EQUIPMENT	.00	.00	70,000.00	70,000.00	.0
52-5200-750 NEW CONSTRUCTION	.00	33,167.16	200,000.00	166,832.84	16.6
52-5200-812 DEBT SERVICE-WWTP	3,735.71	11,190.82	45,100.00	33,909.18	24.8
52-5200-822 DEBT SERVICE-INT. WWTP	3,230.29	9,712.61	38,550.00	28,837.39	25.2
TOTAL SEWER DEPARTMENT	113,245.29	319,997.91	2,169,100.00	1,849,102.09	14.8
TOTAL FUND EXPENDITURES	113,245.29	319,997.91	2,169,100.00	1,849,102.09	14.8
NET REVENUE OVER EXPENDITURES	127,799.86	410,063.82	23,400.00	(386,663.82)	1752.4

HYRUM CITY CORPORATION
BALANCE SHEET
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ELECTRIC UTILITY FUND

ASSETS

53-1010000	CASH IN COMBINED FUND	6,425,417.79	
53-1311000	ACCTS REC - UTILITIES	1,193,693.56	
53-1311001	ACCTS REC - PRIOR PERIOD	782,829.73	
53-1311710	DEFERRED COLL. COST	(12,652.61)	
53-1312000	ALLOW FOR BAD UTILITY ACCOUNTS	(4,686.09)	
53-1511510	INVENTORY - ELECTRIC	1,785,294.90	
53-1565530	RIGHT OF USE ASSET	32,311.00	
53-1565531	ACCUMULATED AMORTIZATION	(32,068.26)	
53-1565532	ACC. AMORTIZATION-SAN JUAN	(1,784,730.20)	
53-1571000	DEFERRED OUTFLOW OF RESOURCES	232,708.00	
53-1611000	LAND - ELECTRIC UTILITY	823,439.55	
53-1621000	BUILDINGS - ELECTRIC UTILITY	1,494,900.33	
53-1621100	SAN JUAN POWER PURCHASE	1,784,730.20	
53-1621500	PAYSON POWER PURCHASE	101,111.59	
53-1622000	DEPRECIATION - ELEC BUILDINGS	(678,771.67)	
53-1631000	ELEC POWER DISTRIBUTION SYSTEM	10,635,679.77	
53-1632000	DEPREC - POWER DIST SYSTEM	(5,112,800.87)	
53-1642000	DEPREC - ELECTRIC IMPROVEMENTS	(67,468.08)	
53-1651000	EQUIPMENT - ELECTRIC UTILITY	3,285,479.01	
53-1652000	DEPRECIATION - ELEC EQUIPMENT	(2,231,773.76)	
53-1711000	CONSTRUCTION IN PROGRESS	4,067,720.21	
TOTAL ASSETS			22,720,364.10

LIABILITIES AND EQUITYLIABILITIES

53-2131000	ACCTS PAY - ELECTRIC	(39,480.38)	
53-2131500	ACCTS PAY - UTILITY DEPOSITS	519,271.79	
53-2228000	ACCRUED VACATION - ELECTRIC	96,885.61	
53-2228001	DEFERRED INFLOWS OF RESOURCES	572.00	
53-2228002	UNFUNDED PENSION PAYABLE	131,297.00	
53-2228003	LEASE LIABILITY	(.26)	
53-2230100	ACCRUED SICK LEAVE - ELECTRIC	107,865.89	
53-2411100	STATE SALES TAX PAYABLE	24,090.59	
53-2411101	SALES TAX PAY - NON CURRENT	13,673.37	
53-2411102	SALES TAX - NON CITY	567.29	
TOTAL LIABILITIES			854,742.90

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
53-2951000	ELECTRIC FUND - UNAPPROPRIATED	21,387,096.16	
53-2971001	UNFUNDED PENSION ADJ.	(183,539.00)	
	REVENUE OVER EXPENDITURES - YTD	662,064.04	
BALANCE - CURRENT DATE		21,865,621.20	
TOTAL FUND EQUITY			21,865,621.20

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ELECTRIC UTILITY FUND

TOTAL LIABILITIES AND EQUITY

22,720,364.10

HYRUM CITY CORPORATION
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ELECTRIC UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>UTILITY REVENUES ENERGY SALES</u>					
53-3145 ENERGY SALES AND USE TAX	60,272.85	173,401.46	600,000.00	426,598.54	28.9
TOTAL UTILITY REVENUES ENERGY SALES	60,272.85	173,401.46	600,000.00	426,598.54	28.9
<u>UTILITY REVENUES</u>					
53-3751 METERED ENERGY SALES	1,367,583.54	3,789,189.99	13,800,000.00	10,010,810.01	27.5
53-3752 ENERGY DISCOUNTS	(7,469.99)	(22,739.43)	(160,000.00)	(137,260.57)	(14.2)
53-3755 NEW CONNECTION FEES	4,080.00	14,580.00	85,000.00	70,420.00	17.2
53-3757 SALE OF MATERIALS	.00	.00	16,000.00	16,000.00	.0
53-3758 CUSTOMER SERVICE & MISC	48,422.40	56,759.39	255,000.00	198,240.61	22.3
53-3761 INTEREST EARNINGS	24,764.64	75,239.38	254,000.00	178,760.62	29.6
53-3764 LABOR	3,750.00	10,937.50	65,000.00	54,062.50	16.8
53-3765 EQUIPMENT	1,135.00	6,265.00	40,000.00	33,735.00	15.7
53-3766 MATERIALS	10,617.10	17,987.10	215,000.00	197,012.90	8.4
53-3767 IMPACT FEE - DISTRIBUTION	50,496.00	68,206.00	101,200.00	32,994.00	67.4
TOTAL UTILITY REVENUES	1,503,378.69	4,016,424.93	14,671,200.00	10,654,775.07	27.4
TOTAL FUND REVENUE	1,563,651.54	4,189,826.39	15,271,200.00	11,081,373.61	27.4

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ELECTRIC UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ELECTRIC DEPARTMENT</u>					
53-5300-110 SALARIES AND WAGES	78,952.05	234,373.25	1,290,000.00	1,055,626.75	18.2
53-5300-115 OVERTIME	3,255.84	18,219.19	50,000.00	31,780.81	36.4
53-5300-116 STANDBY TIME	1,130.25	3,189.25	13,400.00	10,210.75	23.8
53-5300-120 SEASONAL/TEMPORARY EMPLOYEES	.00	.00	20,000.00	20,000.00	.0
53-5300-130 EMPLOYEE BENEFITS	36,953.04	110,811.74	597,900.00	487,088.26	18.5
53-5300-210 BOOKS, SUBSCRIP & MEMBERSHIPS	.00	.00	2,900.00	2,900.00	.0
53-5300-220 PUBLIC NOTICES	.00	.00	250.00	250.00	.0
53-5300-230 TRAVEL & TRAINING	1,797.74	4,534.79	20,000.00	15,465.21	22.7
53-5300-240 OFFICE SUPPLIES AND EXPENSE	1,624.06	3,347.58	10,000.00	6,652.42	33.5
53-5300-250 EQUIP SUPPLIES & MAINTENANCE	3,386.32	30,969.84	125,000.00	94,030.16	24.8
53-5300-252 CLOTHING AND PPC	1,249.37	2,264.89	9,000.00	6,735.11	25.2
53-5300-255 GEN & DIST SYSTEM MAINTENANCE	36,368.66	297,630.31	800,000.00	502,369.69	37.2
53-5300-256 TREE CITY/CONSUMER ED.	.00	.00	100,000.00	100,000.00	.0
53-5300-257 GENERATION COSTS	44,950.54	130,875.57	830,000.00	699,124.43	15.8
53-5300-258 CHRISTMAS DECORATIONS	.00	3,255.01	25,000.00	21,744.99	13.0
53-5300-259 HYDRO PLANT MAINTENANCE	.00	4,405.34	120,000.00	115,594.66	3.7
53-5300-260 BLDGS & GROUNDS SUP & MAINT	1,677.20	3,889.58	35,000.00	31,110.42	11.1
53-5300-270 UTILITIES	40.90	80.06	16,000.00	15,919.94	.5
53-5300-280 TELEPHONE	823.55	2,524.84	12,000.00	9,475.16	21.0
53-5300-285 INTERNET SERVICE	165.00	330.00	2,500.00	2,170.00	13.2
53-5300-310 PROFESSIONAL SERVICES	3,050.33	13,041.73	65,000.00	51,958.27	20.1
53-5300-510 INSURANCE	502.20	502.20	34,000.00	33,497.80	1.5
53-5300-610 MISCELLANEOUS SUPPLIES	1,050.22	1,386.19	10,000.00	8,613.81	13.9
53-5300-620 MISCELLANEOUS SERVICES	7,516.41	21,112.41	60,000.00	38,887.59	35.2
53-5300-630 POWER PURCHASE	783,833.50	2,267,455.95	7,600,000.00	5,332,544.05	29.8
53-5300-735 CANYON PARK IMPROVEMENTS	.00	.00	3,500.00	3,500.00	.0
53-5300-740 EQUIPMENT	.00	.00	260,000.00	260,000.00	.0
53-5300-750 NEW CONSTRUC, SPECIAL PROJECTS	664.40	99,240.74	2,047,800.00	1,948,559.26	4.9
53-5300-810 DEBT SERVICE - PRINCIPAL	39,500.00	118,500.00	474,000.00	355,500.00	25.0
53-5300-820 DEBT SERVICE - INTEREST	51,940.63	155,821.89	623,300.00	467,478.11	25.0
TOTAL ELECTRIC DEPARTMENT	1,100,432.21	3,527,762.35	15,256,550.00	11,728,787.65	23.1
TOTAL FUND EXPENDITURES	1,100,432.21	3,527,762.35	15,256,550.00	11,728,787.65	23.1
NET REVENUE OVER EXPENDITURES	463,219.33	662,064.04	14,650.00	(647,414.04)	4519.2

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IRRIGATION UTILITY FUND

ASSETS

54-1010000	CASH IN COMBINED FUND	1,021,357.28	
54-1311000	ACCTS REC - UTILITIES	23,703.82	
54-1311001	ACCTS REC - PRIOR PERIOD	19,565.17	
54-1312000	ALLOW FOR BAD UTILITY ACCOUNTS	(248.08)	
54-1511510	INVENTORY - IRRIGATION	217,389.50	
54-1571000	DEFERRED OUTFLOW OF RESOURCES	14,666.00	
54-1611000	LAND & STOCK - IRR UTILITY	1,245,261.09	
54-1631000	IRRIGATION DISTRIBUTION SYSTEM	7,191,778.91	
54-1632000	DEPRECIATION - IRRIG DIST SYS	(5,604,932.27)	
54-1651000	EQUIPMENT - IRRIGATION UTILITY	194,311.62	
54-1652000	DEPRECIATION - IRRI EQUIPMENT	(120,229.82)	
54-1711000	CONSTRUCTION IN PROGRESS	110,547.80	
TOTAL ASSETS			4,313,171.02

LIABILITIES AND EQUITY

LIABILITIES

54-2131000	ACCTS PAY - IRRIGATION	71.25	
54-2228000	ACCRUED VAC PAY - IRRIGATION	6,896.34	
54-2228001	DEFERRED INFLOWS OF RESOURCES	36.00	
54-2228002	UNFUNDED PENSION PAYABLE	8,275.00	
54-2230100	ACCRUED SICK LEAVE - IRRIGATIO	13,560.31	
TOTAL LIABILITIES			28,838.90

FUND EQUITY

54-2811540	CONTRIBUTED CAPITAL	4,101,602.62	
UNAPPROPRIATED FUND BALANCE:			
54-2951000	IRR FUND - UNAPPROPRIATED	200,995.67	
54-2971001	UNFUNDED PENSION ADJ.	(14,791.00)	
	REVENUE OVER EXPENDITURES - YTD	(3,475.17)	
BALANCE - CURRENT DATE		182,729.50	
TOTAL FUND EQUITY			4,284,332.12
TOTAL LIABILITIES AND EQUITY			4,313,171.02

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IRRIGATION UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>GRANTS</u>					
54-3340 STATE - FEDERAL GRANTS	.00	.00	380,000.00	380,000.00	.0
TOTAL GRANTS	.00	.00	380,000.00	380,000.00	.0
<u>UTILITY REVENUES</u>					
54-3771 IRRIGATION SERVICE	31,393.36	93,842.11	1,000.00	(92,842.11)	9384.2
54-3775 NEW CONNECTION FEES	.00	794.00	.00	(794.00)	.0
54-3776 INSPECTION FEES	.00	.00	6,000.00	6,000.00	.0
54-3781 INTEREST EARNINGS	3,566.03	11,057.18	49,000.00	37,942.82	22.6
54-3785 IMPACT FEE - "BUY-IN"	794.00	11,116.00	47,700.00	36,584.00	23.3
TOTAL UTILITY REVENUES	35,753.39	116,809.29	103,700.00	(13,109.29)	112.6
TOTAL FUND REVENUE	35,753.39	116,809.29	483,700.00	366,890.71	24.2

HYRUM CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
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IRRIGATION UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>IRRIGATION DEPARTMENT</u>					
54-5400-110 SALARIES AND WAGES	5,296.38	15,869.78	118,600.00	102,730.22	13.4
54-5400-115 OVERTIME	800.63	5,573.13	2,000.00	(3,573.13)	278.7
54-5400-130 EMPLOYEE BENEFITS	2,582.89	8,981.32	55,700.00	46,718.68	16.1
54-5400-220 PUBLIC NOTICES	.00	.00	500.00	500.00	.0
54-5400-240 OFFICE SUPPLIES AND EXPENSE	670.69	1,303.82	7,000.00	5,696.18	18.6
54-5400-250 EQUIP SUPPLIES & MAINTENANCE	.00	.00	10,000.00	10,000.00	.0
54-5400-255 DISTRIB SYSTEM MAINTENANCE	.00	3,144.51	30,000.00	26,855.49	10.5
54-5400-260 BLDGS & GROUNDS SUP & MAINT	.00	2,000.00	1,000.00	(1,000.00)	200.0
54-5400-270 UTILITIES	16,536.38	60,891.05	85,000.00	24,108.95	71.6
54-5400-280 TELEPHONE	55.30	165.90	450.00	284.10	36.9
54-5400-310 PROFESSIONAL SERVICES	1,505.60	1,505.60	10,000.00	8,494.40	15.1
54-5400-510 INSURANCE	.00	.00	5,400.00	5,400.00	.0
54-5400-540 IRRIGATION ASSESSMENTS	.00	.00	97,000.00	97,000.00	.0
54-5400-750 NEW CONSTRUCTION	.00	20,849.35	2,175,000.00	2,154,150.65	1.0
TOTAL IRRIGATION DEPARTMENT	27,447.87	120,284.46	2,597,650.00	2,477,365.54	4.6
TOTAL FUND EXPENDITURES	27,447.87	120,284.46	2,597,650.00	2,477,365.54	4.6
NET REVENUE OVER EXPENDITURES	8,305.52	(3,475.17)	(2,113,950.00)	(2,110,474.83)	(.2)

HYRUM CITY CORPORATION
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STORMWATER FUND

ASSETS

55-1010000	CASH IN COMBINED FUND	763,635.52	
55-1311000	ACCTS REC - STORMWATER	28,892.64	
55-1311001	ACCTS REC - PRIOR PERIOD	19,873.63	
55-1312000	ALLOW FOR BAD UTILITY ACCOUNTS	36.90	
55-1571000	DEFERRED OUTFLOW OF RESOURCES	6,640.00	
55-1611000	LAND & STOCK - STORM WATER	40,566.00	
55-1631000	STORM WATER IMPROVEMENTS	1,147,066.54	
55-1632000	DEPRECIATION - STORM WATER	(503,431.07)	
55-1651000	EQUIPMENT - STORMWATER UTILITY	225,244.55	
55-1652000	DEPRECIATION - STORM WATER EQU	(191,545.92)	
55-1711000	CONSTRUCTION IN PROGRESS	255,172.65	
TOTAL ASSETS			1,792,151.44

LIABILITIES AND EQUITY

LIABILITIES

55-2131000	ACCTS PAY - STORMWATER	(315,497.56)	
55-2228000	ACCRUED VACATION - STORMWATER	4,624.64	
55-2228001	DEFERRED INFLOWS OF RESOURCES	16.00	
55-2228002	UNFUNDED PENSION PAYABLE	3,746.00	
55-2230100	ACCRUED SICK LEAVE - STORMWATE	9,303.91	
TOTAL LIABILITIES		(297,807.01)	

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
55-2951000	STORMWATER FUND-UNAPPROPRIATED	2,229,535.77	
55-2971001	UNFUNDED PENSION ADJ.	(4,347.00)	
	REVENUE OVER EXPENDITURES - YTD	(135,230.32)	
BALANCE - CURRENT DATE		2,089,958.45	
TOTAL FUND EQUITY			2,089,958.45
TOTAL LIABILITIES AND EQUITY			1,792,151.44

HYRUM CITY CORPORATION
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		STORMWATER FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
UTILITY REVENUES						
55-3740	STORM WATER INSPECTION FEES	450.00	2,550.00	15,000.00	12,450.00	17.0
55-3781	STORMWATER FEES	34,544.98	103,650.94	380,000.00	276,349.06	27.3
55-3791	INTEREST EARNINGS	3,375.18	12,614.01	58,000.00	45,385.99	21.8
TOTAL UTILITY REVENUES		38,370.16	118,814.95	453,000.00	334,185.05	26.2
TOTAL FUND REVENUE		38,370.16	118,814.95	453,000.00	334,185.05	26.2

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STORMWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STORMWATER DEPARTMENT</u>					
55-5500-110 SALARIES AND WAGES	1,927.77	5,923.76	20,500.00	14,576.24	28.9
55-5500-115 OVERTIME	95.33	329.14	1,000.00	670.86	32.9
55-5500-130 EMPLOYEE BENEFITS	876.97	2,586.87	10,100.00	7,513.13	25.6
55-5500-220 PUBLIC NOTICES	.00	.00	500.00	500.00	.0
55-5500-230 TRAVEL & TRAINING	254.80	254.80	1,000.00	745.20	25.5
55-5500-250 EQUIP SUPPLIES & MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
55-5500-255 COLLECTION SYSTEM	.00	650.00	15,000.00	14,350.00	4.3
55-5500-280 TELEPHONE	27.70	83.10	225.00	141.90	36.9
55-5500-310 PROFESSIONAL SERVICES	4,161.30	4,938.60	30,000.00	25,061.40	16.5
55-5500-450 FLOOD CONTROL	.00	.00	3,000.00	3,000.00	.0
55-5500-510 INSURANCE	.00	.00	650.00	650.00	.0
55-5500-740 EQUIPMENT	.00	.00	130,000.00	130,000.00	.0
55-5500-750 NEW CONSTRUCTION	226,076.20	239,279.00	800,000.00	560,721.00	29.9
TOTAL STORMWATER DEPARTMENT	233,420.07	254,045.27	1,014,475.00	760,429.73	25.0
TOTAL FUND EXPENDITURES	233,420.07	254,045.27	1,014,475.00	760,429.73	25.0
NET REVENUE OVER EXPENDITURES	(195,049.91)	(135,230.32)	(561,475.00)	(426,244.68)	(24.1)

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SEWER FUND COLLECTIONS

ASSETS

56-1010000	CASH IN COMBINED FUND	(86,468.62)	
	TOTAL ASSETS			(86,468.62)

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
REVENUE OVER EXPENDITURES - YTD	(86,468.62)		
BALANCE - CURRENT DATE	(86,468.62)		
TOTAL FUND EQUITY			(86,468.62)
TOTAL LIABILITIES AND EQUITY			(86,468.62)

HYRUM CITY CORPORATION
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SEWER FUND COLLECTIONS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>UTILITY REVENUES</u>					
56-3731 SEWER SERVICE	.00	.00	612,500.00	612,500.00	.0
56-3740 CUSTOMER SERVICE FEES	150.00	300.00	5,000.00	4,700.00	6.0
56-3741 INTEREST EARNINGS	.00	.00	50,000.00	50,000.00	.0
56-3742 RENT - NON-OPERATING PROPERTY	.00	.00	17,400.00	17,400.00	.0
56-3744 MISCELLANEOUS REVENUES	.00	.00	5,000.00	5,000.00	.0
56-3747 IMPACT FEE - COLLECTION	1,815.37	5,045.79	34,900.00	29,854.21	14.5
TOTAL UTILITY REVENUES	1,965.37	5,345.79	724,800.00	719,454.21	.7
TOTAL FUND REVENUE	1,965.37	5,345.79	724,800.00	719,454.21	.7

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SEWER FUND COLLECTIONS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER COLLECTION</u>					
56-5600-110 SALARIES AND WAGES	8,344.93	22,736.17	136,500.00	113,763.83	16.7
56-5600-115 OVERTIME	441.25	1,406.70	5,000.00	3,593.30	28.1
56-5600-116 ON CALL PAY	164.15	472.82	3,750.00	3,277.18	12.6
56-5600-130 EMPLOYEE BENEFITS	3,661.90	9,777.63	62,893.00	53,115.37	15.6
56-5600-220 PUBLIC NOTICES	.00	.00	500.00	500.00	.0
56-5600-230 TRAVEL & TRAINING	.00	.00	2,000.00	2,000.00	.0
56-5600-240 OFFICE SUPPLIES & EXPENSE	.00	.00	500.00	500.00	.0
56-5600-250 LAB SUPPLIES	231.28	231.28	.00	(231.28)	.0
56-5600-255 COLLECTION SYSTEM MAINTENANCE	.00	7,593.37	80,000.00	72,406.63	9.5
56-5600-270 UTILITIES	488.29	1,485.62	5,000.00	3,514.38	29.7
56-5600-280 TELEPHONE	57.00	167.50	.00	(167.50)	.0
56-5600-310 PROFESSIONAL SERVICES	.00	47,943.32	150,000.00	102,056.68	32.0
56-5600-311 PRETREATMENT PROGRAM	.00	.00	30,000.00	30,000.00	.0
56-5600-510 INSURANCE	.00	.00	26,200.00	26,200.00	.0
56-5600-610 MISCELLANEOUS	.00	.00	2,000.00	2,000.00	.0
56-5600-750 NEW CONSTRUCTION	.00	.00	75,000.00	75,000.00	.0
 TOTAL SEWER COLLECTION	 13,388.80	 91,814.41	 579,343.00	 487,528.59	 15.9
 TOTAL FUND EXPENDITURES	 13,388.80	 91,814.41	 579,343.00	 487,528.59	 15.9
 NET REVENUE OVER EXPENDITURES	 (11,423.43)	 (86,468.62)	 145,457.00	 231,925.62	 (59.5)

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COURT TRUST FUND

ASSETS

72-1010000	CASH IN COMBINED FUND	(48,682.13)	
72-1111000	COURT BANK ACCOUNT		79,057.51	
72-1111001	FINES RECEIVABLE		117,138.00	
TOTAL ASSETS				147,513.38

LIABILITIES AND EQUITYLIABILITIES

72-2131151	ACCTS PAY - J.P. COURT	(8,249.88)	
72-2131154	ACCTS PAY - TRUST ACCOUNT BAIL		31,253.26	
72-2140000	PAYABLES TO OTHER ENTITIES		124,510.00	
TOTAL LIABILITIES				147,513.38
TOTAL LIABILITIES AND EQUITY				147,513.38

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Section 11. Item H.

FUND 90

ASSETS

90-1611000	LAND - GENERAL MUNICIPAL	1,424,075.79	
90-1621000	BUILDINGS - GENERAL MUNICIPAL	10,933,491.36	
90-1622000	DEPRECIATION - BUILDINGS	(6,197,869.08)	
90-1631000	IMPROVE - GEN MUNICIPAL	12,640,296.15	
90-1632000	DEPRECIATION - IMPROVEMENTS	(2,359,724.90)	
90-1651000	EQUIPMENT - GENERAL MUNICIPAL	6,167,086.81	
90-1652000	DEPRECIATION - EQUIPMENT	(3,108,742.68)	
90-1661000	INFRASTRUCTURE - ROADS	9,346,855.50	
90-1662000	DEPRECIATION - ROADS	(5,668,277.04)	
90-1671000	INFRASTRUCTURE-SIDEWALKS	2,360,609.18	
90-1672000	DEPRECIATION - SIDEWALKS	(1,863,724.45)	
90-1681000	INFRASTRUCTURE-CURB & GUTTER	1,307,406.31	
90-1682000	DEPRECIATION - CURB & GUTTER	(1,179,354.88)	
90-1711000	CONSTRUCTION IN PROGRESS	271,791.51	
TOTAL ASSETS			24,073,919.58

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
90-2971000	INVEST IN GENERAL FIXED ASSETS	24,073,919.58	
BALANCE - CURRENT DATE		24,073,919.58	
TOTAL FUND EQUITY			24,073,919.58
TOTAL LIABILITIES AND EQUITY			24,073,919.58

HYRUM CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2025

Section 11. Item H.

FUND 95

ASSETS

95-1311411	LEVIED PROP TAXES REC 5 YEAR	6,597.85	
95-1571000	DEFERRED OUTFLOW OF RESOURCES	262,342.00	
95-1841000	SPEC FUND AMTS TO BE PROVIDED	175,820.68	
	TOTAL ASSETS		444,760.53

LIABILITIES AND EQUITY

LIABILITIES

95-2228000	ACCRUED VAC PAY - GENERAL	68,534.19	
95-2228001	DEFERRED INFLOWS OF RESOURCES	646.00	
95-2228002	UNFUNDED PENSION PAYABLE	148,015.00	
95-2230100	ACCRUED SICK LEAVE - GENERAL	162,424.49	
	TOTAL LIABILITIES		379,619.68

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
95-2971001	UNFUNDED PENSION ADJ.	58,543.00	
95-2972100	UNCOLLECTED PROPERTY TAX	6,597.85	
	BALANCE - CURRENT DATE	65,140.85	
	TOTAL FUND EQUITY		65,140.85
	TOTAL LIABILITIES AND EQUITY		444,760.53