



CITY COUNCIL SPECIAL MEETING

Monday, August 07, 2023 at 7:30 AM
Council Chambers, 60 West Main, Hyrum, Utah

AGENDA

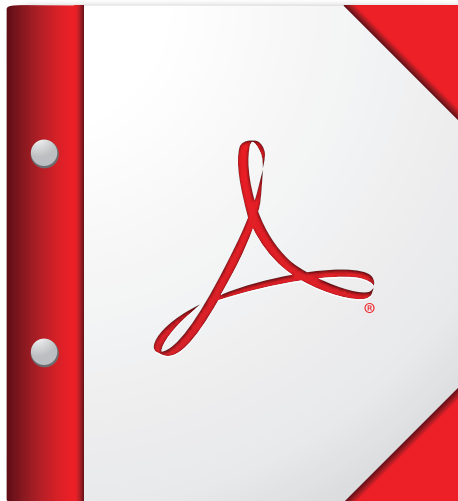
Public notice is hereby given of a Hyrum City Council Special Meeting to be held in the Council Chambers, 60 West Main, Hyrum, Utah at 7:30 AM, August 07, 2023. The proposed agenda is as follows:

1. **ROLL CALL**
2. **CALL TO ORDER**
3. **AGENDA ADOPTION**
4. **WELCOME**
5. **AGENDA ITEMS**
 - A. Consideration and award of bid for Wastewater Treatment Plant Exterior Headworks Upgrade.
 - B. Consideration and award of bid for Wastewater Treatment Plant Exterior Headworks Upgrade.
 - C. **Resolution 23-17** - A resolution declaring certain Hyrum City Equipment (2000 GM4GC3 Pickup) as surplus and approving the trade in thereof.
6. **ADJOURNMENT**
- 7.

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.

8. **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 4th day of August, 2023. Stephanie Fricke, MMC, City Recorder.



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BID FORM

HYRUM CITY, WWTP EXTERIOR HEADWORKS UPGRADE

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

HYRUM CITY
1900 W 4400 S
HYRUM, UT, 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 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>7/20/23</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 any thing 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

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM	DESCRIPTION	Qty	Unit	COST
~~Midway Lift Station Upgrade~~ Hyrum City WWTP Headworks Upgrade				
1	Lump Sum Cost for Midway Lift Station Improvements: Includes but not limited to: Electrical work, installation of rock retaining wall, trenching, grading and paving, installation of new fine screen, piping and mechanical installation, site and civil work, equipment rack, control panels, instrumentation, conduit and wire, startup and commissioning.	1	L.S.	\$138,600.00
TOTAL				\$138,600.00
TOTAL (IN WORDS)		One Hundred Thirty Eight Thousand Six Hundred Dollars		

The **BASIS OF AWARD** for the purposes of comparison and determining the apparent low bidder shall be the total of the Base Bid as indicated in the **BASE BID** table. Award is contingent on the bidder meeting all other requirements and providing the information and supporting documentation required 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

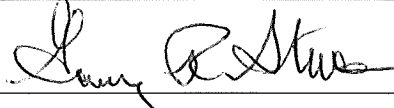
- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - E. Contractor's License No.: 230211-5501
 - F. Required Bidder Qualification Statement with supporting data (See Section 1.6). As an indication that the Bidder is acceptably qualified to perform the Work, the Bidder and each Subcontractor identified in Section 1.2, Article 12, paragraph 12.03 shall demonstrate successful completion of at least 3 projects with a scope similar to their respective portions of the Work in the last five years; Defined Terms
- 7.02 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 8 – BID SUBMITTAL

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

Spindler Construction Corporation

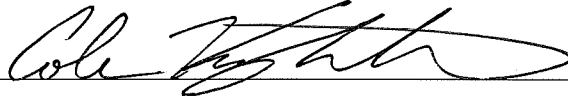
By:

[Signature]*[Printed name]*

Gary R. Stevens

(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]*

Cole D. Knighton

Title:

Corporate Treasurer

Submittal Date:

July 26, 2023

Address for giving notices:

P.O. Box 3225

Logan, UT 84323-3225

Telephone Number:

435-753-0722

Contact Name and e-mail address:

Gary R. Stevens

service@spindlercorp.com

Bidder's License No.:

230211-5501

UNANIMOUS CONSENT OF
SHAREHOLDERS AND DIRECTORS
OF
SPINDLER CONSTRUCTION CORPORATION

Pursuant to Sections 16-10-40 and 16-10-138, Utah Code Annotated, the undersigned, constituting the holders of all the outstanding stock and the duly elected and acting directors of Spindler Construction Corporation (the "Corporation") entitled to notice of a meeting of the shareholders and/or directors of the Corporation, hereby waive the necessity for a meeting of the shareholders and directors for the purposes of recommending, adopting, ratifying or otherwise approving an Agreement and Plan of Merger, and unanimously resolve as follows:

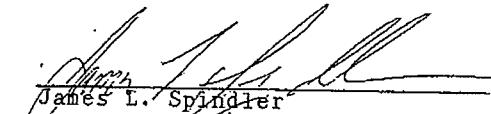
WHEREAS, it is deemed desirable and for the best interests of the Corporation that J.L. Spindler Const., Inc., a Utah Corporation, be merged into Spindler Construction Corporation, a Utah Corporation.

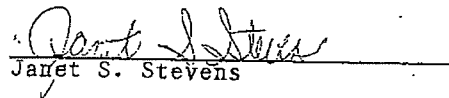
NOW, THEREFORE, be it resolved as follows:

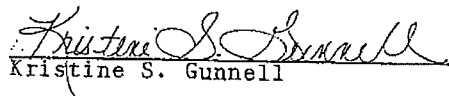
1. That J.L. Spindler Const., Inc., a Utah Corporation, be merged into Spindler Construction Corporation, a Utah Corporation, in accordance with and pursuant to an Agreement and Plan of Merger, a copy of which is attached hereto as Exhibit A; and
2. That the President and Secretary of the Corporation be, and they are hereby, authorized and empowered for and on behalf of the Corporation to make, execute and deliver such documents as may be required to consummate the merger.

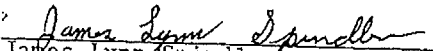
DATED this 27TH day of JUNE, 1985.

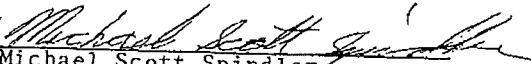
SHAREHOLDERS:


James L. Spindler

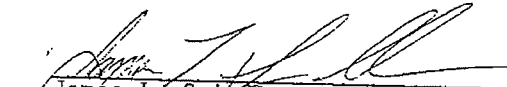

Janet S. Stevens


Kristine S. Gunnell

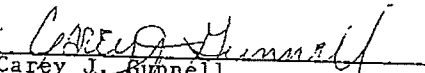

James Lynn Spindler

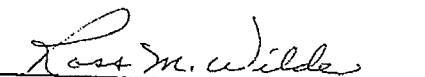

Michael Scott Spindler

DIRECTORS:


James L. Spindler


Gary R. Stevens


Carey J. Bunnell


Ross M. Wilde

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LIST OF SUBCONTRACTORS
TO BE SUBMITTED WITH BID

Each BIDDER shall list below the name of each subcontractor who will provide labor or a portion of the work or improvement to the contractor for which he will be paid an amount exceeding 5 percent of the prime contractor's total bid.

Work to be Performed	% of Total Contract	Subcontractors Name, Address & License Number
1. Earthwork	21%	Forefront General Contracting
2. Electrical	22%	Geary Electric
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Note: Additional numbered pages may be attached if necessary.

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LIST OF MAJOR EQUIPMENT SUPPLIERS
TO BE SUBMITTED WITH BID

Each BIDDER shall list below the name of each supplier/manufacturer who will provide equipment or a portion of the work or improvement to the contractor for which he will be paid an amount exceeding \$20,000.

Equipment/Item to be Furnished	Supplier Name / Manufacturer Name
1. Concrete	Legrand Johnson
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Note: Additional numbered pages may be attached if necessary.



Document A310™ - 2010

CONTRACTOR:
(Name, legal status and address)

Spindler Construction Corporation
P.O. Box 3225
Logan, UT 84323-3225

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

Zurich American Insurance Company
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

OWNER:
(Name, legal status and address)

Hyrum City Corporation
60 West Main Street
Hyrum, UT 84319

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address and project number, if any)
Hyrum City Water Reclamation Facility Exterior Headworks Upgrade

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

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

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

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

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

Signed and sealed this 26th day of July, 2023

(Witness)

(Witness)

Spindler Construction Corporation

(Principal)

(Seal)

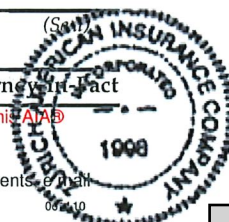
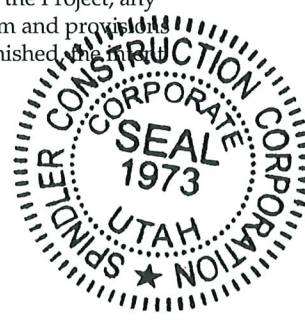
(Title) *President*

Zurich American Insurance Company

(Surety)

(Title)

S. Christopher Clark Attorney at Law



Init.

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**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 26th day of July, 2023.



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

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

HYRUM CITY
1900 W 4400 S
HYRUM, UT, 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 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>No. 1</u>	<u>July 20, 2023</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.
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- 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 any thing 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

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM	DESCRIPTION	Qty	Unit	COST
Midway Lift Station Upgrade				
1	Lump Sum Cost for Midway Lift Station Improvements: Includes but not limited to: Electrical work, installation of rock retaining wall, trenching, regarding and paving, installation of new fine screen, piping and mechanical installation, site and civil work, equipment rack, control panels, instrumentation, conduit and wire, startup and commissioning.	1	L.S.	\$173,160. ⁰⁰
~~ONE HUNDRED SEVENTY THREE THOUSAND ONE HUNDRED~~ TOTAL				~~173,160.⁰⁰~~
TOTAL (IN WORDS) ~~SIXTY DOLLARS AND NO CENTS.~~				

The **BASIS OF AWARD** for the purposes of comparison and determining the apparent low bidder shall be the total of the Base Bid as indicated in the **BASE BID** table. Award is contingent on the bidder meeting all other requirements and providing the information and supporting documentation required 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

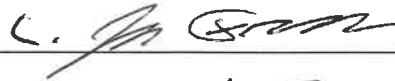
- 7.01 The following documents are submitted with and made a condition of this Bid:
- Required Bid security;
 - List of Proposed Subcontractors;
 - List of Proposed Suppliers;
 - Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - Contractor's License No.: 225813-5501
 - Required Bidder Qualification Statement with supporting data (See Section 1.6). As an indication that the Bidder is acceptably qualified to perform the Work, the Bidder and each Subcontractor identified in Section 1.2, Article 12, paragraph 12.03 shall demonstrate successful completion of at least 3 projects with a scope similar to their respective portions of the Work in the last five years; Defined Terms
- 7.02 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 8 – BID SUBMITTALBIDDER: *[Indicate correct name of bidding entity]*NELSON BROS. CONSTRUCTION COMPANY

By:

[Signature]*[Printed name]*LELAND W. REDD*(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]*C. Jared Freeman

Title:

PRESIDENT

Submittal Date:

JULY 26, 2023

Address for giving notices:

347 WEST 1600 SOUTHSALT LAKE CITY, UTAH 84115

Telephone Number:

(801) 487-5401

Contact Name and e-mail address:

LEE REDDlredd@nelsonbros.com

Bidder's License No.:

225813-5501

NELSON BROTHERS CONSTRUCTION CO.

347 West 1600 South, Salt Lake City, Utah 84115

Phone: 801/487-5401 Fax: 801/487-8534

To: Hyrum City

BE IT RESOLVED: That the President, Vice President, or Secretary-Treasurer of this corporation, Nelson Bros. Construction Company, shall have authority to sign bids and enter into construction contracts for the corporation and shall have authority to execute surety bonds and contracts. The officers referred to are named as follows, to wit:

- (1) Lee Redd, President
- (2) Dale Nelson, Vice President
- (3) C. Jared Freeman, Secretary-Treasurer

I, C. Jared Freeman, Secretary of Nelson Bros. Construction Company, hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the unanimous vote of the Board of Directors of said company at a meeting thereof duly called and held at the office of said company on the 3rd day of December 2019, at which meeting all directors were present and voting; that said resolution appears in the minutes of said meeting and that the same has not been rescinded or modified and is now in full force and effect.

I further certify that the said corporation is duly organized and existing, and has the power to take the action called for by the foregoing resolution.

Date 7-26-2023
Secretary

This page is intentionally left blank.

**LIST OF SUBCONTRACTORS
TO BE SUBMITTED WITH BID**

Each BIDDER shall list below the name of each subcontractor who will provide labor or a portion of the work or improvement to the contractor for which he will be paid an amount exceeding 5 percent of the prime contractor's total bid.

Work to be Performed	% of Total Contract	Subcontractors Name, Address & License Number
1. ELECTRICAL	27%	DOUBLE D ELECTRIC 1321 EARL DRIVE, SUITE A SALT LAKE CITY, UTAH 84104 LICENSE # 328991-5501
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Note: Additional numbered pages may be attached if necessary.

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LIST OF MAJOR EQUIPMENT SUPPLIERS
TO BE SUBMITTED WITH BID

Each BIDDER shall list below the name of each supplier/manufacture who will provide equipment or a portion of the work or improvement to the contractor for which he will be paid an amount exceeding \$20,000.

Equipment/Item to be Furnished	Supplier Name / Manufacturer Name
1. LAKE SIDE SCREEN	SUPPLIED BY OWNER
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Note: Additional numbered pages may be attached if necessary.

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ARTICLE 8 - BID BOND

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

BIDDER (Name and Address):

Nelson Brothers Construction Co
347 W 1600 S, Salt Lake City, UT 84115

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

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

OWNER (Name and Address):

Hyrum City, 1900 W 4400 S, Hyrum, UT, 84319

BID

Bid Due Date: July 26, 2023

Description (*Hyrum City WWTP Exterior Headworks Upgrade—1900 W 4400 S, UT 84319*): Hyrum City Exterior Headworks Upgrade - Modifying the existing headworks, installation of the owner furnished fine screens, installation of a new retaining wall, regrading and paving the site, running electrical conduit to the new control panel. The work is located in Hyrum City, Cache County, Utah.

BOND

Bond Number: Bid Bond

Date: July 26, 2023

Penal sum Five Percent 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**SURETY**

Nelson Brothers Construction Co (Seal)
Bidder's Name and Corporate Seal

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

By:


Signature

By:


Signature (Attach Power of Attorney)

LELAND W. REDD
Print Name

Colleen Stanton
Print Name

PRESIDENT
Title

Attorney-in-Fact
Title

Attest:


Signature

Attest:


Signature Brandy Carroll

Title Secretary / Treasurer

Title Agency Assistant

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.

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Western Surety Company

Section 5. Item B.

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

Parks Mangelson, Kris Powers, Colleen Stanton, Britney Burton, Eric Petersen, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, 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 Assistant Vice President and its corporate seal to be hereto affixed on this 11th day of April, 2023.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Assistant Vice President

State of South Dakota }
County of Minnehaha } SS

On this 11th day of April, 2023, 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 an Assistant 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

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, 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-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26 day of July, 2023



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-4-2023

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

ARTICLE 8 - BID BOND

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

BIDDER (Name and Address):

Corrio Construction, Inc.
1770 East 6400 South
Salt Lake City, UT 84121

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

Great American Insurance Company
301 E. Fourth Street
Cincinnati, OH 45202

OWNER (Name and Address):

Hyrum City, 1900 W 4400 S, Hyrum, UT, 84319

BID

Bid Due Date: 7/26/2023

Description (*Hyrum City WWTP Exterior Headworks Upgrade—1900 W 4400 S, UT 84319*): Hyrum City Exterior Headworks Upgrade - Modifying the existing headworks, installation of the owner furnished fine screens, installation of a new retaining wall, regrading and paving the site, running electrical conduit to the new control panel. The work is located in Hyrum City, Cache County, Utah.

BOND

Bond Number: 13701

Date: 07/26/2023

Penal sum	Five Percent (5%) of Accompanying 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

Corrio Construction, Inc.

Bidder's Name and Corporate Seal



By: 

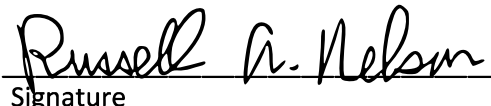
Signature

Brian White

Print Name

Vice President

Title

Attest: 

Signature

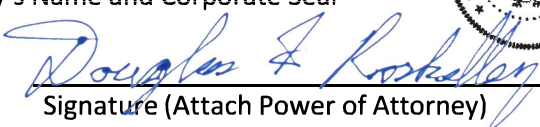
Title

SURETY

Great American Insurance Company

Surety's Name and Corporate Seal



By: 

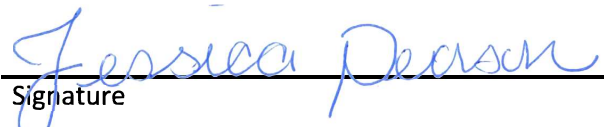
Signature (Attach Power of Attorney)

Douglas S. Roskelley

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.

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GREAT AMERICAN INSURANCE COMPANY®**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by
this power of attorney is not more than **EIGHT**

No. 0 14966

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
SAMUEL W. CLARK, JR.	DORIS MARTIN	ALL
STIRLING S. BROADHEAD	HILARY BAILLARGEON	\$100,000,000
DOUGLAS S. ROSKELLEY	S. CHRISTOPHER CLARK	
MICHAEL MURPHY	ALAN W. LORD	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **23RD** day of **MARCH**, 2020.

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha
Assistant Secretary

Mark V. Vicario
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this **23RD** day of **MARCH**, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, 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 officer 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.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **26th** day of **July**, 2023.

Stephen C. Beraha
Assistant Secretary

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**HYRUM CITY
1900 W 4400 S
HYRUM, UT, 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 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>7/20/23</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 any thing 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

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM	DESCRIPTION	Qty	Unit	COST
Midway Lift Station Upgrade				
1	Lump Sum Cost for Midway Lift Station Improvements: Includes but not limited to: Electrical work, installation of rock retaining wall, trenching, grading and paving, installation of new fine screen, piping and mechanical installation, site and civil work, equipment rack, control panels, instrumentation, conduit and wire, startup and commissioning.	1	L.S.	\$ 249,910
TOTAL				249,910
TOTAL (IN WORDS) <i>TWO HUNDRED FORTY-NINE THOUSAND, NINE HUNDRED TEN</i>				

The **BASIS OF AWARD** for the purposes of comparison and determining the apparent low bidder shall be the total of the Base Bid as indicated in the **BASE BID** table. Award is contingent on the bidder meeting all other requirements and providing the information and supporting documentation required 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.

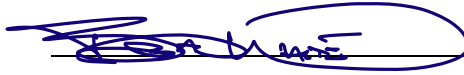
ARTICLE 7 – ATTACHMENTS TO THIS BID

- 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;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - E. Contractor's License No.: 9404254-5501
 - F. Required Bidder Qualification Statement with supporting data (See Section 1.6). As an indication that the Bidder is acceptably qualified to perform the Work, the Bidder and each Subcontractor identified in Section 1.2, Article 12, paragraph 12.03 shall demonstrate successful completion of at least 3 projects with a scope similar to their respective portions of the Work in the last five years; Defined Terms
- 7.02 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.

*Not REQ'D PER
ADDENDUM 1*

ARTICLE 8 – BID SUBMITTALBIDDER: *[Indicate correct name of bidding entity]*CORRIDO CONSTRUCTION, INC

By:

[Signature]*[Printed name]*BRIAN WHITE, VICE PRESIDENT*(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]*RUSSELL NELSON

Title:

PRESIDENT

Submittal Date:

7/26/23

Address for giving notices:

PO Box 712319SLC UT 84171

Telephone Number:

(801) 814-4908

Contact Name and e-mail address:

BRIAN WHITEBRIAN@CORRIDOCONSTRUCTION.COM

Bidder's License No.:

9404254

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**LIST OF SUBCONTRACTORS
TO BE SUBMITTED WITH BID**

Each BIDDER shall list below the name of each subcontractor who will provide labor or a portion of the work or improvement to the contractor for which he will be paid an amount exceeding 5 percent of the prime contractor's total bid.

Work to be Performed	% of Total Contract	Subcontractors Name, Address & License Number
1. <i>ELECTRICAL</i>	<i>30%</i>	<i>WOOD ELECTRIC 6829312-5501 2298 E 3025 N, LARSON, UT 84040</i>
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Note: Additional numbered pages may be attached if necessary.

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LIST OF MAJOR EQUIPMENT SUPPLIERS
TO BE SUBMITTED WITH BID

Each BIDDER shall list below the name of each supplier/manufacture who will provide equipment or a portion of the work or improvement to the contractor for which he will be paid an amount exceeding \$20,000.

Equipment/Item to be Furnished	Supplier Name / Manufacturer Name
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Note: Additional numbered pages may be attached if necessary.

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STATE OF UTAH

DEPARTMENT OF COMMERCE

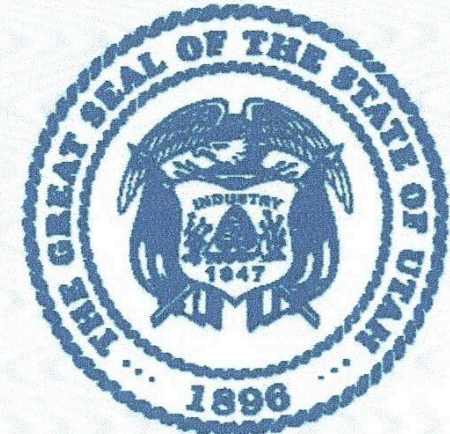
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

ACTIVE LICENSE

EFFECTIVE DATE: **05/11/2015**

EXPIRATION DATE: **11/30/2023**

ISSUED TO: **Corrio Construction, Inc**
1770 E 6400 S
MURRAY UT 84121



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

9404254-5501

Contractor With LRF

DBAs: None Associated

B100, E100

ARTICLE 8 - BID BOND

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

BIDDER (Name and Address):

Corrio Construction, Inc.
1770 East 6400 South
Salt Lake City, UT 84121

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

Great American Insurance Company
301 E. Fourth Street
Cincinnati, OH 45202

OWNER (Name and Address):

Hyrum City, 1900 W 4400 S, Hyrum, UT, 84319

BID

Bid Due Date: 7/26/2023

Description (Hyrum City WWTP Exterior Headworks Upgrade—1900 W 4400 S, UT 84319): Hyrum City Exterior Headworks Upgrade - Modifying the existing headworks, installation of the owner furnished fine screens, installation of a new retaining wall, regrading and paving the site, running electrical conduit to the new control panel. The work is located in Hyrum City, Cache County, Utah.

BOND

Bond Number: 13701

Date: 07/26/2023

Penal sum	Five Percent (5%) of Accompanying 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

Corrio Construction, Inc.

Bidder's Name and Corporate Seal

**SURETY**

Great American Insurance Company

Surety's Name and Corporate Seal



By: [Signature]
Signature

Brian White

Print Name

Vice President

Title

Attest: Russell A. Nelson
Signature

Title

By: [Signature]
Signature (Attach Power of Attorney)

Douglas S. Roskelley

Print Name

Attorney-in-Fact

Title

Attest: Jessica Pearson
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.

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GREAT AMERICAN INSURANCE COMPANY®**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by
this power of attorney is not more than **EIGHT**

No. 0 14966

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
SAMUEL W. CLARK, JR.	DORIS MARTIN	ALL
STIRLING S. BROADHEAD	HILARY BAILLARGEON	\$100,000,000
DOUGLAS S. ROSKELLEY	S. CHRISTOPHER CLARK	
MICHAEL MURPHY	ALAN W. LORD	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **23RD** day of **MARCH**, 2020.

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this **23RD** day of **MARCH**, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, 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 officer 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.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **26th** day of **July**, 2023.



Steph C. B.

Assistant Secretary

RESOLUTION 23-17

A RESOLUTION DECLARING CERTAIN HYRUM CITY EQUIPMENT (2000 GM4GC3 PICKUP) AS SURPLUS AND APPROVING THE TRADE IN THEREOF.

WHEREAS, Hyrum City Corp. owns personal property for which it has no further use; and

WHEREAS, in accordance with State regulations, the City Council has determined to declare the 2000 Chevy GM4GC3 Flatbed Pickup Truck 2 Wheel Drive Vehicle Identification Number 1GBJC34R4YF445439 as surplus and desires to trade it in to Ken Garff Automotive Group towards the purchase of a new pickup truck for the Parks Department.

NOW THEREFORE, BE IT RESOLVED by the City Council of Hyrum City, Cache County, State of Utah, the 2000 Chevy GM4GC3 Flatbed Pickup Truck 2 Wheel Drive Vehicle Identification Number 1GBJC34R4YF445439 is hereby declared surplus and to be traded into Ken Garff Automotive Group for the amount of \$3,000, which will be credited towards the purchase of a new pickup truck.

PASSED by the City Council of Hyrum City, Cache County, Utah, this 7th day of August, 2023.

HYRUM CITY CORP.

By: _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder