HYRUM CITY
ESTABLISHED 1860

CITY COUNCIL SPECIAL MEETING

Thursday, April 24, 2025 at 6:00 PM
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 6:00 PM, April 24, 2025. The proposed agenda is as follows:

1. **ROLL CALL**
2. **CALL TO ORDER**
3. **WELCOME**
4. **AGENDA ADOPTION**
5. **AGENDA ITEMS**
   - A. Consideration and approval of the 2025 Interlocal Cooperation Agreement with Cache County Regarding Full Election Services.
   - B. Consideration and award of bid for Power Generation Site Modification.
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 21st day of April, 2025. Stephanie Fricke, MMC, City Recorder.

2025 INTERLOCAL COOPERATION AGREEMENT REGARDING FULL ELECTION SERVICES

This INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is between Cache County, Utah (the "County") and _____ City (the "Municipality") located within the geographic boundary of the County (collectively the "Parties").

RECITALS

WHEREAS, under the Utah Election Code (Utah Code Ann. § 20A-1-102, et. seq.) the Cache County Clerk is charged with many duties pertaining to conducting accurate, fair, and impartial elections in Cache County;

WHEREAS, due to those duties, the County regularly conducts county-wide elections and has the equipment, experience, and applicable contracts in place to efficiently conduct elections within the County;

WHEREAS, municipalities within Cache County are responsible for conducting municipal elections within their own jurisdictions;

WHEREAS, in accordance with Utah law, the County adopted a vote by mail system for elections beginning in 2018, and secured contracts for printing, mailing, distributing, and returning mail-in ballots;

WHEREAS, under the Utah Code Title 11, Chapter 13, Interlocal Cooperation Act, local political subdivisions may enter into interlocal agreements with the County for services that are more efficiently provided by the County;

WHEREAS, the County and the Municipality acknowledge the mutual benefit and efficiency of having the County assist in the Municipality's elections;

WHEREAS, for the purpose of conducting more efficient municipal elections, the County is willing to assist municipalities located within the County in their responsibilities to conduct elections;

WHEREAS, it is in the best interest of the citizens of Cache County that the County assist in conducting the Municipality's elections;

WHEREAS, under Utah Code § 20A-1-102(23)(c), the Municipal Clerk is the election officer for the municipal election cycle; the County is an election vendor and will contract to provide election support services, including technical, prior election experience, and statutory support; and

WHEREAS, the County and the Municipality desire to revoke all interlocal cooperation agreements regarding election services dated prior to the date of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, the covenants contained herein, and pursuant to the Interlocal Cooperation Act, the Parties agree as follows:

A. SPECIFIC TERMS

Section 1. County.

(a) The County agrees to assist and support the Municipality in conducting vote by mail municipal elections; however, the County does not have the equipment or software to provide support for Ranked Choice Voting.

(b) In accordance with the County's contract with a selected printer, the County will order ballots and envelopes for the Municipality based on the number of registered voters within the Municipality, and the outgoing and return by-mail ballot envelope packets will be addressed to the Cache County Clerk. The state and the County will conduct by-mail elections utilizing paper ballots, with additional voting methods like casting in-person paper ballots at approved vote center locations.

(c) The County shall recruit, hire, and train poll workers and provide all voting equipment, training, and support for approved vote center locations.

(d) The County shall use its available tabulation machines to count ballots for the Municipality; the County will not manually count or hand count ballots. Any municipal race that requires a recount will be machine tabulated.

(e) The County shall provide the Municipality with the date, time, and location of the required meeting described in Utah Code § 20A-4-104, and the required automatic tabulating equipment test. The Municipality is responsible for providing the public with notice by publishing it as a class A notice as required by law and posting it on the Utah Public Notice website.

(f) The County shall provide the Municipality with the date, time and location of the required meeting described in the Lieutenant Governor's Post Election Audit Policy. The Municipality is responsible for posting this notice as required by law and on the Utah Public Notice website, and complying with rules promulgated by the Lieutenant Governor.

(g) The County shall continue to conduct all statutorily required obligations, including signature verification using signature verification equipment and the State voter database, in accordance with applicable state and local codes.

(i)The County shall provide the Municipality with a cost estimate for upcoming election services by May 1st preceding the municipal election if requested.

(j)The County Clerk, shall provide the Municipality the summary report required under Utah Code § 20A-4-303 by noon on the day of the scheduled canvass and if requested, may attend the Board of Canvassers scheduled canvass to support the Municipality's Election Official in presenting the results summary report.

(k) The County will store all election materials for the statutorily required time after the canvass.

(l) This agreement is subject to and conditioned upon future legislative allocation of funds by the County Council.

Section 2. Municipality.

(a) The Municipality agrees to reimburse the County for all costs and expenses related to the Municipality's election, including all printing and mailing expenses incurred under the County's contract with the printer, within 30 days of receiving an invoice from the County. If a municipality cancels an election, the municipality shall be responsible for all costs for services and materials provided up to the date of cancellation.

(c)The Municipality shall notify the County in writing by May 1st of the election year if the Municipality does not accept the county-provided cost estimate and therefore does not desire to receive the County's election services as outlined in this Agreement.

(d)The Municipality may designate one or more qualified staff members to attend scheduled public meetings, process ballots, adjudicate ballots, and assist the County to re-make ballots on a regular basis. Failure to fulfill the duties in this subparagraph will not delay or prevent the County's ballot processing. The qualified staff member(s) shall attend required trainings.

(e)The Municipality's Board of Canvassers is encouraged to and may attend ballot processing, post-election audits and post recount audits conducted pursuant to State law as part of the canvassing process.

Section 3. Term. This Agreement shall become effective on the date it is signed by both parties and shall expire December 31, 2025. This Agreement shall automatically renew for additional one-year periods not to exceed 5 years, unless written notice of intent to terminate it is given by either Party on or before November 30th of the current year at issue. All prior interlocal agreements regarding election services between the Parties are revoked.

B. GENERAL TERMS

Section 1. Purpose. The purpose of this Agreement is to allow the Parties to comply with State law to accomplish the intentions and purposes referred to in the recitals above.

Section 2. Termination. Other than as set forth in A(3), above, either Party may terminate this Agreement by notifying, at least 30 days in advance, the other Party in writing of its intent to terminate the Agreement, for instance, when a Municipality cancels a local election pursuant to Utah Code Ann. § 20A-1-206, or for any other purpose permitted under the law. Any costs incurred by County to accomplish the responsibilities of the County under this agreement shall be reimbursed by the Municipality upon termination.

Section 3. Employees. The provisions of Utah Code § 11-13-222 regarding employees performing services under this agreement, apply to those employees who will perform services under this Agreement.

Section 4. Governmental Immunity. The Parties are governmental entities in the State of Utah and are bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code
Annotated, 1953, as amended) and do not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the Parties under this contract are expressly limited to the amounts identified in the Act.

Section 5. Indemnity. To the fullest extent permitted by law, the Parties shall hold harmless, defend at their own expense, and indemnify the other Parties' officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of the Party or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the other Parties' sole negligence or willful acts.

Section 6. Severability. If any court of competent jurisdiction or other legal authority with power to make binding legal determinations finds that any part of this Agreement is illegal, the remaining portions of the Agreement shall remain in full force and effect.

Section 7. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

(a)This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with Utah Code Ann. § 11-13-202.5(3).

(b)A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to and in accordance with Utah Code Ann. § 11-13209.

(c)No separate legal entity is created by the terms of this Agreement. The Parties designate the Cache County Clerk as the Administrator responsible to administer this Agreement and the accomplishment of the purposes of the cooperative action contemplated hereby and specified herein pursuant to Utah Code Ann. § 11-13-207.

(d)The effective date of this Agreement shall be the date that each of the Parties has signed it, adopted a resolution to approve it, and filed the Agreement with the keeper of records.

(e)The term of this Agreement shall commence on the date that the Agreement is signed by all Parties.

(f)No real or personal property shall be acquired jointly by the Parties as a result of this Agreement.

Section 8. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall either be hand delivered or sent by first-class mail, postage prepaid, and properly addressed to the Parties at the following addresses:

Municipality
Attn: [Clerk]
[ADDRESS]

Cache County
Attn: Cache County Clerk
179 North Main St. Suite 102
Logan, UT 84321

Section 9. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter and supersedes all prior and contemporaneous agreements, negotiations, representations, promises, or understandings of the Parties whether oral or written. No supplement, modification, amendment, or waiver of any obligation of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions in this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

Section 10. No Third-Party Beneficiaries. This Agreement is not intended to confer upon any person other than the Parties any rights or remedies.

Section 11. Governing Law. This Agreement shall be governed by the laws of the State of Utah. The Parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the First District Court for the State of Utah. The Parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

Section 12. Counterparts; Filing. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

DATED this ___ day of _____, 2025.

CACHE COUNTY

_____

David N. Zook
Cache County Executive

Attest:

_____

Bryson J. Behm
Cache County Clerk

Date: _____

Approved as to Form:

_____

Deputy Cache County Attorney

City

_____

Mayor

Attest:

_____

City Recorder

Date:

_____

Approved as to Form:

_____

City Attorney

2025 MUNICIPAL ELECTION
Cost Breakdown Table and Election Cost Estimate

HYRUM CITY

The expenses below are associated with administering the municipal election and are not entirely inclusive of all potential costs.

Total Number of Precincts in Municipality	5
Total Number of active voters in Municipality	5,467

FIXED COSTS FOR EACH BALLOT			
11-14" Ballot	$	0.25	Per mailing to voter
Insertion	$	0.20	Per mailing to voter
Outgoing Envelope	$	0.12	Per mailing to voter
Reply Envelope	$	0.12	Per mailing to voter
Voter Instruction Sheet	$	0.10	Per mailing to voter
Postage Outgoing	$	0.73	Per mailing to voter
Database/ Election Setup	$	0.05	Per active registered voter
Site Support (ES&S)	$	0.07	Per active registered voter
FIXED COSTS FOR EACH RETURNED BALLOT			
Poll Worker / Staff Wages	$	0.25	Per ballot received
Election Supplies	$	0.03	Per ballot received
Signature Verification	$	0.25	Per ballot received
Total	**$**	**2.17**	Cost per voter at 100%
SET UP COSTS			Cost per precinct
Coding (MBV)	$	45.92	Cost per precinct
Ballot Layout	$	45.30	Cost per precinct

VARIABLE COSTS*			
Postage Incoming	$	0.76	Per piece mailed to clerk
Postage Undeliverable	$	0.76	Per piece mailed to clerk
Recount (If necessary)	$	480.00	Flat Fee

Estimate of Fixed Costs	$ 11,863.39
Total Set Up Costs	$ 456.10

Primary	$ 12,319.49
General	$ 12,319.49

Estimated Costs as of April 11, 2025	$ 24,638.98

*In addition to the fixed costs associated with election administration, there are variable costs that can impact the overall budget—specifically, the costs related to mail returned with postage due and undeliverable mail.

When vote-by-mail ballots are sent out, there is a risk that some may be returned as undeliverable or with insufficient postage. These returns generate additional expenses not accounted for in the fixed cost estimates. For example, if we assume that 10% of ballots are returned as undeliverable and with postage due, this would result in approximately **546** ballots requiring additional processing.

At a postage due rate of $0.76 per ballot, this would result in an added cost of **$414.96**. This cost is purely for the return postage and does not include labor or materials associated with processing the returned mail.

In the event of a recount, there would be an **additional flat-rate cost of $480.00**. This cost would be incurred regardless of the number of ballots and represents the cost of staffing for an additional 1.5 days.

Exhibit B
2025 Municipal Elections
Scope of Work for Election Services

Services the City will provide include, but are not limited to:

- All administrative functions related to candidate filing;
- All administrative functions related to financial disclosure requirements by state code and/or city code;
- Publish Public Notices required by law.;
- Accept responsibility to keep candidates and the public up to date and informed on all legal requirements governing candidates and campaigns;
- Thoroughly examine and proof all election programming done for the City Municipal Elections. Final approval of ballots and programming will rest with the City;
- Host on the official City website: a link to or copy of the official reported results as hosted on the County Elections webpage, the location of the county-owned ballot drop boxes, and any other information as required by law;
- City will not change the format or otherwise alter the official reported results, only displaying them in the form and format as provided by the County;
- City will canvas the final election results.

Annexations or other boundary changes impacting the administration of the election need to be submitted to the County by May 30, 2025. Annexation changes submitted after May 30th will not be incorporated into this election.

The City acknowledges that this interlocal Agreement relates to a municipal ballot and election and as required by state statute, the City Clerk/Recorder is the Election Officer.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner. The City agrees to consolidate all elections administration functions and decisions in the office of the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections.

In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot layout and design;
- Ballot printing;
- Ballot mailings;
- Return postage;
- Ballot processing;
- Printing optical scan ballots;
- Program and test voting equipment;
- Program electronic voter register;
- Poll Worker recruitment, training, and supervision;
- Compensate vote center poll workers;
- Delivery of supplies and equipment;
- Tabulate and report election results on county website;
- Provisional ballot verification;
- Update voter history database;
- Conduct audits (as required);
- Conduct recounts (as required);
- Election Day administrative support;
- Operation of county wide vote center;
- Provide final canvass report of Official Election Results. The City is responsible to canvass their municipal election on the date designated by the County. Such results will constitute the final Official Results of the Election;
- Election security;
- Ballot drop box services - maintain, lock and unlock, and collect ballots.

The County will provide a good faith estimate for budgeting purposes. Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections.

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

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J-U-B ENGINEERS, INC.

THE LANGDON GROUP | GATEWAY MAPPING INC.

OTHER J-U-B COMPANIES

Bid Tabulation

Client: Hyrum City
Project: Hyrum Power Generation
Project No.: 57-23-005-012
Date: March 20, 2025

Roadway Reconstruction				Engineer's OPC		Juniper Earthworks		Cook Building	
Item #	Description	Unit	Estimated Quantity	OPC - Unit Price	OPC - Total Price	Bid Unit Price 1	Bid Total Price 1	Bid Unit Price 2	Bid Total Price 2
1	General Management	LS	1	$ 21,006.00	$ 21,006.00	$ 25,437.50	$ 25,437.50	$ 26,416.00	$ 26,416.00
2	Storm Water Pollution Prevention Plan (SWPPP)	LS	1	$ 4,202.00	$ 4,202.00	$ 5,808.00	$ 5,808.00	$ 9,880.00	$ 9,880.00
3	Vehicular Concrete	SF	1,124	$ 14.00	$ 15,736.00	$ 18.31	$ 20,580.44	$ 15.46	$ 17,377.04
4	Concrete Flatwork	SF	737	$ 8.00	$ 5,896.00	$ 14.19	$ 10,458.03	$ 16.66	$ 12,278.42
5	1" Minus Pisgah Stone (6" Depth) (Plan Quantity)	CY	450	$ 30.00	$ 13,500.00	$ 69.75	$ 31,387.50	$ 59.28	$ 26,676.00
6	Untreated Base Course (Parking Lot) (Plan Quantity)	CY	675	$ 75.00	$ 50,625.00	$ 69.75	$ 47,081.25	$ 43.66	$ 29,470.50
7	Excavation	CY	650	$ 30.00	$ 19,500.00	$ 28.94	$ 18,811.00	$ 24.88	$ 16,172.00
8	Borrow	CY	50	$ 35.00	$ 1,750.00	$ 55.81	$ 2,790.50	$ 31.20	$ 1,560.00
9	Vehicular Gate at Entrance (30'-Wide Automatic Slide Gate)	LS	1	$ 50,000.00	$ 50,000.00	$ 17,577.98	$ 17,577.98	$ 17,160.00	$ 17,160.00
10	Vehicular Gate (10'-Wide Manual Swing Gate)	EA	15	$ 2,400.00	$ 36,000.00	$ 1,240.88	$ 18,613.20	$ 936.00	$ 14,040.00
11	Pedestrian Gate (4'-Wide Manual Swing Gate)	EA	2	$ 1,500.00	$ 3,000.00	$ 1,087.37	$ 2,174.74	$ 468.00	$ 936.00
12	8' Tall Chain Link Fence	LF	692	$ 60.00	$ 41,520.00	$ 46.70	$ 32,316.40	$ 34.32	$ 23,749.44
13	Concrete Mow Curb	LF	192	$ 45.00	$ 8,640.00	$ 22.28	$ 4,277.76	$ 28.71	$ 5,512.32
14	2"-3" Washed Drain Rock	CY	799	$ 20.00	$ 15,980.00	$ 75.50	$ 60,324.50	$ 54.67	$ 43,681.33
15	3"-6" Wasatch Grey Rock (6" Depth)	CY	453	$ 3.00	$ 1,359.00	$ 74.13	$ 33,580.89	$ 62.45	$ 28,289.85
16	12" Flared End Section with Grate	EA	1	$ 2,000.00	$ 2,000.00	$ 618.75	$ 618.75	$ 2,028.00	$ 2,028.00
17	12" Dual Wall Corrugated HDPE Pipe	LF	22	$ 150.00	$ 3,300.00	$ 109.54	$ 2,409.88	$ 134.26	$ 2,953.72
18	8" Dual Wall Corrugated HDPE Pipe	LF	30	$ 120.00	$ 3,600.00	$ 36.34	$ 1,090.20	$ 91.87	$ 2,756.10
19	8" Dual Wall Corrugated Perforated HDPE Pipe	LF	435	$ 120.00	$ 52,200.00	$ 16.41	$ 7,138.35	$ 102.19	$ 44,452.65
20	Cleanout Assembly	EA	5	$ 500.00	$ 2,500.00	$ 496.25	$ 2,481.25	$ 992.16	$ 4,960.80
21	Retaining Wall Under Sidewalk at Building	LS	1	$ 18,000.00	$ 18,000.00	$ 7,562.50	$ 7,562.50	$ 28,228.72	$ 28,228.72
22	Sound Wall Foundation	LS	1	$ 75,000.00	$ 75,000.00	$ 68,108.64	$ 68,108.64	$ 90,201.28	$ 90,201.28
Total Bid Price					$ 445,314.00		$ 420,629.26		$ 448,780.17

3/20/25 Hyrum Power Generation Site Modifications Bids

Cook Building 1:51 p.m $460,770.96

Juniper Earthworks 1:55 pm. $424,346.47

SECTION 00 41 43
BID FORM FOR CONSTRUCTION CONTACT

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

Item 3: 15.46 x 1124 = 17,377.04
4: 16.66 x 737 = 12,278.42
6: 43.66 x 675 = 29,470.50
13: 28.71 x 192 = 5512.32
14: 54.67 x [illegible] = 43681.33
15: 62.45 x 453 = 28,288
17: 134.26 x 22 = 2,953.72
18: 91.87 x 30 = 2756.10
19: 102.19 x 435 = 44,452.65

Bid Tab Total: $448,780.17

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

In person:
Hyrum City
60 West Main
Hyrum, Utah 84319

By mail:
Hyrum City
Attn: Todd Perkins
60 West Main
Hyrum, Utah 84319

1.02 The undersigned Bidder proposes and agrees, if this Bid is ac 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—ATTACHMENTS TO THIS BID

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

A. Required Bid security;

B. Contractor's License No.: 5265458-5501 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	General Management	Lump Sum	1	$ 26,416.00	$ 26,416.00
2	Storm Water Pollution Prevention Plan (SWPPP)	Lump Sum	1	$ 9,880.00	$ 9,880.00
3	Vehicular Concrete	Square Foot	1,124	$ 15.46	$ 17,368.00

4	Concrete Sidewalk	Square Foot	737	$ 16.66	$ 12,272.00
5	1" Minus Pisgah Stone (6" Depth) (Plan Quantity)	Cubic Yard	450	$ 59.28	$ 26,676.00
6	Untreated Base Course (Parking Lot) (Plan Quantity)	Cubic Yard	675	$ 43.66	$ 29,469.44
7	Excavation (Plan Quantity)	Cubic Yard	650	$ 24.88	$ 16,172.00
8	Borrow (Plan Quantity)	Cubic Yard	50	$ 31.20	$ 1,560.00
9	Vehicular Gate at Entrance (30'-Wide Automatic Slide Gate)	Lump Sum	1	$ 17,160.00	$ 17,160.00
10	Vehicular Gate (10'-Wide Manual Swing Gate)	Each	15	$ 936.00	$ 14,040.00
11	Pedestrian Gate (4'-Wide Manual Swing Gate)	Each	2	$ 468.00	$ 936.00
12	8'-Tall Chain Link Fence	Linear Foot	692	$ 34.32	$ 23,749.44
13	Concrete Mow Strip	Linear Foot	192	$ 28.71	$ 5,512.00
14	2"-3" Washed Drain Rock	Cubic Yard	799	$ 54.67	$ 43,680.00
15	3"-6" Wasatch Grey Rock (6" Depth)	Cubic Yard	453	$ 62.45	$ 28,288.00
16	12" Galvanized Metal Flared End Section with Grate	Each	1	$ 2,028.00	$ 2,028.00
17	12" Dual Wall Corrugated HDPE Pipe	Linear Foot	22	$ 134.26	$ 2,953.60
18	8" Dual Wall Corrugated HDPE Pipe	Linear Foot	30	$ 91.87	$ 2,756.00
19	8" Dual Wall Corrugated Perforated HDPE Pipe	Linear Foot	435	$ 102.19	$ 44,452.72
20	Cleanout Assembly	Each	5	$ 992.16	$ 4,960.80
21	Retaining Wall Under Sidewalk at Building – Cast-in-Place	Lump Sum	1	$ 28,228.72	$ 28,228.72
22	Sound Wall Foundation	Lump Sum	1	$ 90,201.28	$ 90,201.28

Total of All Line-Item Costs (Bid Items 1-22)	$ 448,760.00

ALTERNATE BID*

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
21A	Retaining Wall Under Sidewalk at Building – Gravity Block Wall	Lump Sum	1	$ 40,239.68	$ 40,239.68
Total of All Line-Item Costs (Bid Items 1-20, 21A, and 22)					$ 460,770.96

*Alternate Bid is the cost of installing a gravity block wall in-lieu of the Cast-In-Place wall.

B. 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 Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 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.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. 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.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	March 18, 2025

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
   a. 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.
   b. 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.
   c. 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.
   d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder: Cook Homes, Inc. DBA: Cook Building
(typed or printed name of organization)

By: [signature]
(individual's signature)

Name: Matt Cook
(typed or printed)

Title: President
(typed or printed)

Date: March 20, 2025
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: [signature]
(individual's signature)

Name: Matt Cook
(typed or printed)

Title: President
(typed or printed)

Date: March 20, 2025
(typed or printed)

Address for giving notices:
P.O. Box 353
Logan, UT 84323

Bidder's Contact:

Name: Matt Cook
(typed or printed)

Title: President
(typed or printed)

Phone: 435-764-4779

Email: matt@cookbuilding.com

Address:
P.O. Box 353
Logan, UT 84323

Bidder's Contractor License No.: (if applicable) 5265458-5501

SECTION 00 43 13
BID BOND (PENAL SUM FORM)

Bidder Name: Cook Homes Inc. DBA Cook Building Address *(principal place of business)*: 2186 N 1600 N North Logan, UT 84341	**Surety** Name: The Ohio Casualty Insurance Company Address *(principal place of business)*: 175 Berkeley Street Boston MA 02116
Owner Name: **Hyrum City** Address *(principal place of business)*: **60 West Main** **Hyrum, UT 84319**	**Bid** Project *(name and location)*: **Hyrum Power Generation Site Modifications, Hyrum City, Utah** Bid Due Date: **March 20, 2025**
Bond Penal Sum: Five Percent of the Accompanying Bid — Amount of 5% Date of Bond: March 20, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Cook Homes Inc. DBA Cook Building *(Full formal name of Bidder)* By: *(Signature)* Name: Matthew Cook *(Printed or typed)* Title: Owner Attest: *(Signature)* Name: Amanda Morton *(Printed or typed)* Title: CSR	Surety The Ohio Casualty Insurance Company *(Full formal name of Surety) (corporate seal)* By: *(Signature) (Attach Power of Attorney)* Name: Alex Museus *(Printed or typed)* Title: Attorney-In-Fact Attest: *(Signature)* Name: Jennifer Jordan *(Printed or typed)* Title: Account Manager
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

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, 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 20th day of March, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

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.

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 will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs 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 will 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will 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 will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

J-U-B ENGINEERS, INC.

J-U-B COMPANIES | THE LANGDON GROUP | GATEWAY MAPPING INC.

ADDENDUM NO. 1

HYRUM CITY POWER
HYRUM CITY POWER GENERATION

March 18, 2025

Addendum No. 1 to the Plans, Contract Documents, and Specifications prepared by J-U-B ENGINEERS, Inc. is hereby submitted for use in bid preparation and submittal. Contractor must acknowledge receipt of all Addenda on the Bid Form.

The following clarifications, additions, and/or deletions are hereby made part of the Hyrum City Power Generation as fully and completely as if the same were entirely set forth in the Contract Documents and Specifications.

The corrections, clarifications, changes, and approvals described herein shall become an integral part of any contract entered into between the Owner and Contractor.

QUESTIONS AND RESPONSES
The questions that have been asked and their responses are attached.

VOLUME I FRONT ENDS

- None

VOLUME II TECHNICAL SPECIFICATIONS

- None

VOLUME III DRAWINGS

1. On Sheet S-501,
    a. Modified Detail C1 to update chamfer.
    b. Modified Details C2 and C3 to provide additional detail on connection to sound wall.

NAME OF BIDDER: Cook Homes, Inc. DBA: Cook Building

BY: _____ March 20, 2025
Signature Date

Matt Cook President
Name (Print) Title

J-U-B ENGINEERS, INC.

J-U-B COMPANIES THE LANGDON GROUP GATEWAY MAPPING INC.

Submitted By:
J-U-B Engineers, Inc.

Daniel Netzley, P.E.
Project Engineer

Attachments:
Volume III Drawings: Sheet S-501

J-U-B ENGINEERS, INC.

J-U-B COMPANIES THE LANGDON GROUP GATEWAY MAPPING INC.

PREBID MEETING QUESTIONS AND RESPONSES

Questions are in black and the responses are in red.

1. Are there geotechnical reports available for the site?
   There are no geotechnical reports provided for this project.

2. Can you provide an engineers estimate for the cost of the project?
   The engineers estimate is $468,000.

3. Is the intention to fill the drainage trench to grade with the drainage rock?
   For the foundation drain pipe section outside the wall, see Detail C1 on sheet DD502.

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 of 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, trustor 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

SECTION 00 41 43
BID FORM FOR CONSTRUCTION CONTACT

The terms used in this Bid with initial capital letters have the me
Bidders, the General Conditions, and the Supplementary Conditions.

Item 3: 18.31 x 1124 = 20,580.44
Item 4: 14.19 x 737 = 10,458.03
Item 7: 28.94 x 650 = 18,811.00
Item 10: 1240.88 x 15 = 18,613.20
12: 46.70 x 692 = 32,316.40
13: 22.28 x 192 = 4,277.76
15: 74.13 x 453 = 33,580.89
18: 36.34 x 30 = 1,090.20

Our Bid Tab Total:
~~$420,069~~
$420,629.26

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

In person:
Hyrum City
60 West Main
Hyrum, Utah 84319

By mail:
Hyrum City
Attn: Todd Perkins
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—ATTACHMENTS TO THIS BID

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

A. Required Bid security;

B. Contractor's License No.: 13380617-5501 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	General Management	Lump Sum	1	$ 25,437.50	$ 25,437.50
2	Storm Water Pollution Prevention Plan (SWPPP)	Lump Sum	1	$ 5,808	$ 5,808
3	Vehicular Concrete	Square Foot	1,124	$ 18.31	$ 20,583.25

4	Concrete Sidewalk	Square Foot	737	$14.19	$ 10,456.19
5	1" Minus Pisgah Stone (6" Depth) (Plan Quantity)	Cubic Yard	450	$69.75	$ 31,387.50
6	Untreated Base Course (Parking Lot) (Plan Quantity)	Cubic Yard	675	$69.75	$ 47,081.25
7	Excavation (Plan Quantity)	Cubic Yard	650	$28.94	$ 18,809.38
8	Borrow (Plan Quantity)	Cubic Yard	50	$55.81	$ 2,790.50
9	Vehicular Gate at Entrance (30'-Wide Automatic Slide Gate)	Lump Sum	1	$17,577.98	$ 17,577.98
10	Vehicular Gate (10'-Wide Manual Swing Gate)	Each	15	$1,240.88	$ 18,613.23
11	Pedestrian Gate (4'-Wide Manual Swing Gate)	Each	2	$1,087.37	$ 2,174.74
12	8'-Tall Chain Link Fence	Linear Foot	692	$46.70	$ 32,314.11
13	Concrete Mow Strip	Linear Foot	192	$22.28	$ 4,276.80
14	2"-3" Washed Drain Rock	Cubic Yard	799	$75.50	$ 60,324.50
15	3"-6" Wasatch Grey Rock (6" Depth)	Cubic Yard	453	$74.13	$ 33,578.63
16	12" Galvanized Metal Flared End Section with Grate	Each	1	$618.75	$ 618.75
17	12" Dual Wall Corrugated HDPE Pipe	Linear Foot	22	$109.54	$ 2,409.88
18	8" Dual Wall Corrugated HDPE Pipe	Linear Foot	30	$ 36.34	$ 1,090.05
19	8" Dual Wall Corrugated Perforated HDPE Pipe	Linear Foot	435	$ 16.41	$ 7,138.35
20	Cleanout Assembly	Each	5	$ 496.25	$ 2,481.25
21	Retaining Wall Under Sidewalk at Building – Cast-in-Place	Lump Sum	1	$7,562.50	$ 7,562.50
22	Sound Wall Foundation	Lump Sum	1	$68,108.64	$ 68,108.64

Total of All Line-Item Costs (Bid Items 1-22)	$ 420,622.97

ALTERNATE BID*

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
21A	Retaining Wall Under Sidewalk at Building – Gravity Block Wall	Lump Sum	1	$ 11,286.00	$11,286.00
Total of All Line-Item Costs (Bid Items 1-20, 21A, and 22)				$ 424,346.47	

*Alternate Bid is the cost of installing a gravity block wall in-lieu of the Cast-In-Place wall.

B. 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 Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 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.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. 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.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
#1	3/18/2025

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
   a. 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.
   b. 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.
   c. 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.
   d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Juniper Earthworks

(typed or printed name of organization)

By: _____

(individual's signature)

Name: McKay Wilson

(typed or printed)

Title: Owner

(typed or printed)

Date: 3/20/2025

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Date: _____

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: McKay Wilson

(typed or printed)

Title: Owner

(typed or printed)

Phone: 435.512.8365

Email: info@juniperearthworks.com

Address:

2853 Daines Way North Logan UT 84341 United States

Bidder's Contractor License No.: (if applicable) 13380617-5501

J-U-B ENGINEERS, INC.

J-U-B COMPANIES THE LANGDON GROUP GATEWAY MAPPING INC.

ADDENDUM NO. 1

HYRUM CITY POWER
HYRUM CITY POWER GENERATION

March 18, 2025

Addendum No. 1 to the Plans, Contract Documents, and Specifications prepared by J-U-B ENGINEERS, Inc. is hereby submitted for use in bid preparation and submittal. Contractor must acknowledge receipt of all Addenda on the Bid Form.

The following clarifications, additions, and/or deletions are hereby made part of the Hyrum City Power Generation as fully and completely as if the same were entirely set forth in the Contract Documents and Specifications.

The corrections, clarifications, changes, and approvals described herein shall become an integral part of any contract entered into between the Owner and Contractor.

QUESTIONS AND RESPONSES
The questions that have been asked and their responses are attached.

VOLUME I FRONT ENDS

- None

VOLUME II TECHNICAL SPECIFICATIONS

- None

VOLUME III DRAWINGS

1. On Sheet S-501,
    a. Modified Detail C1 to update chamfer.
    b. Modified Details C2 and C3 to provide additional detail on connection to sound wall.

NAME OF BIDDER: JUNIPER EARTHWORKS

BY: _____ 3/19/2025
Signature Date

MCKAY WILSON OWNER
Name (Print) Title

J-U-B ENGINEERS, INC.

J-U-B COMPANIES THE LANGDON GROUP GATEWAY MAPPING INC.

Submitted By:
J-U-B Engineers, Inc.

Daniel Netzley, P.E.
Project Engineer

Attachments:
Volume III Drawings: Sheet S-501

J-U-B ENGINEERS, INC.

J-U-B COMPANIES THE LANGDON GROUP GATEWAY MAPPING INC.

PREBID MEETING QUESTIONS AND RESPONSES

Questions are in black and the responses are in red.

1. Are there geotechnical reports available for the site?
   There are no geotechnical reports provided for this project.

2. Can you provide an engineers estimate for the cost of the project?
   The engineers estimate is $468,000.

3. Is the intention to fill the drainage trench to grade with the drainage rock?
   For the foundation drain pipe section outside the wall, see Detail C1 on sheet DD502.

SECTION 00 43 13
BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: Juniper Earthworks Address *(principal place of business)*: 2853 Daines Way N. Logan, Utah 84341	Name: Frankenmuth Insurance Company Address *(principal place of business)*: One Mutual Avenue Frankenmuth, Michigan 48787-0001
Owner Name: **Hyrum City** Address *(principal place of business)*: **60 West Main** **Hyrum, UT 84319**	**Bid** Project *(name and location)*: **Hyrum Power Generation Site Modifications, Hyrum City, Utah** Bid Due Date: **March 20, 2025**

Bond

Penal Sum: Five Percent of the Amount Bid - (5%)

Date of Bond: March 14, 2025

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

Bidder	Surety
Juniper Earthworks *(Full formal name of Bidder)*	Frankenmuth Insurance Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: McKay Wilson *(Printed or typed)*	Name: TODD STEIN *(Printed or typed)*
Title: Owner	Title: Attorney in Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Marybeth Wilson *(Printed or typed)*	Name: Michael Mathews *(Printed or typed)*
Title: Witness	Title: Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) 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 will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs 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 will 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will 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 will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Todd Stein, Mark Levinson

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

> "**RESOLVED**, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17 day of November, 2023.

Frankenmuth Insurance Company

By _____
Andrew H. Knudsen
President, Chief Operating Officer and Secretary

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Andrew H. Knudsen, to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 17 day of November, 2023.

_____ (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

I, the undersigned, Chief Executive Officer of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 14th day of MARCH, 2025.

_____
Frederick A. Edmond, Jr.
Chief Executive Officer

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

Company ID #2029
NAIC #13986
Amended - Name Change

State of Utah Insurance Department

Certificate of Authority

This Is to Certify that, pursuant to the Insurance Code of the State of Utah,

FRANKENMUTH INSURANCE COMPANY

organized under the laws of **Michigan** is hereby authorized to transact within this State, subject to all provisions of this Certificate, the classes of Insurance indicated below:

Bail Bond Surety		Liability	Marine & Transportation
Property	Surety	Vehicle Liability	Workers Compensation

This Certificate is expressly conditioned upon the holder thereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of Utah as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

This Certificate is effective as of the **27th** day of **April, 2023** and remains at all times the property of the State of Utah and if revoked, or otherwise terminated, shall forthwith be returned to the Insurance Department of the State of Utah.

In Witness Whereof, I have hereunto
Set my hand and caused
My official seal to be affixed
This **April 27, 2023.**

JONATHAN T. PIKE
Insurance Commissioner

By _____
Jacob W. Gam, CFE, CPA
Director, Financial Regulation