



HURRICANE CITY

UTAH

Mayor
Clark Fawcett

City Manager
Kaden C. DeMille

Power Board
Mac J. Hall, Chair
Dave Imlay, Vice Chair
Colt Stratton
Kerry Prince
Mark Maag
Vacant Seat

Power Board Meeting Agenda

1/14/2026

3:00 PM

Power Department Meeting Room – 526 W 600 N

Notice is hereby given that the Power Board will hold a Regular Meeting in the Power Department Meeting room located at 526 W 600 N, Hurricane, UT. A silent roll call will be taken, along with the Pledge of Allegiance and prayer by invitation.

AGENDA

1. Pledge of Allegiance
2. Prayer
3. Approval of minutes from October 28, 2025 Special Meeting and November 12, 2025 Meeting

STAFF REPORTS

Mike Johns/Power Director

Brian Anderson/Transmission & Distribution Superintendent

Mike Ramirez/Service Superintendent

Jared Ross/Substation & Generation Foreman

OLD BUSINESS

NEW BUSINESS

1. Discussion and possible recommendation to the City Council on **Pre-Approved Contractor Re-Certification Course including fees** – Mike Ramirez
2. Discussion and possible recommendation to the City Council on **Approval of Bid Award for Civil Portion of Sky Mountain Substation** – Jared Ross
3. UAMPS Updates
4. **Closed Meeting pursuant to Utah Code Section 52-4-205, upon request**

ADJOURNMENT

The above notice was posted to the Hurricane City website, the Utah State Public Notice Website, and at the following locations:

1. Hurricane City Office – 147 North 870 West, Hurricane, UT
2. US Post Office – 1075 West 100 North, Hurricane, UT
3. Washington County Library (Hurricane Branch) – 36 South 300 West, Hurricane, UT

REASONABLE ACCOMMODATION: Hurricane City will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs, please contact the Executive Assistant, 435-635-5536, at least 24 hours in advance if you have special needs.





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David Hirschi

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Kerry Prince

Mark Maag

1 The Hurricane City Power Board and City Council met on October 28, 2025, at 12:00 p.m. at the Clifton Wilson
2 Substation located at 526 W 600 N.

3
4 In attendance were Mac Hall, Dave Imlay, David Hirschi, Kerry Prince, Mark Maag, Nanette Billings, Kevin Thomas,
5 Joseph Prete, Clark Fawcett, Mike Johns, Brian Anderson, Mike Ramirez, Jared Ross, Kaden DeMille, Dayton Hall,
6 Mike Vercimak, Weston Walker, Crystal Wright, Mason Baker, Matt Hastings, and Jackie Coombs.
7

8 Mike Johns welcomed everyone to the meeting. The UAMPS staff introduced themselves. Mason Baker is the CEO,
9 Matt Hastings is the Assistant General Manager and the Managing Director of Planning, and Jackie Coombs is the
10 Managing Director of Corporate & Member Relations. Hurricane City Councilman David Hirschi offered the prayer.
11

12 Mason Baker gave a brief overview of what will be presented during this meeting. He will provide an overview of
13 Hurricane's specific resource portfolio and have a dialog about what future planning will be needed to accommodate
14 Hurricane's growing load. Then Matt Hastings will discuss the upcoming Extended Day Ahead Market (EDAM) and the
15 shift from a bilateral market into a centralized market that presents a big change for UAMPS and its members. Jackie
16 Coombs will then explain the Pooling Agreement Amendment changes that are being driven by the change to the
17 centralized market. Lastly a new form of membership participation will be discussed. An All-Requirements option is
18 being discussed as an optional alternative to the current project-based membership. There needs to be a percentage
19 of members who desire to go that route for that to be feasible and so far, feedback suggests there are enough
20 members interested. Organizationally, UAMPS has been revisiting its mission statement and coming up with a vision
21 for UAMPS that will carry us into the changing future. Mason Baker described the role of UAMPS in support of
22 Hurricane City Power and the other UAMPS members. He described a wildfire mitigation plan being discussed due to
23 the risk item it has become in recent years and the reasoning behind this becoming more important. He proceeded
24 with his portion of the overview of Hurricane's resource portfolio. Hurricane has heavy reliance on Nebo, which is a
25 natural gas project. UAMPS wants members to look at making sure a resource portfolio is diversified so they're not
26 negatively impacted in case of a single resource project outage. UAMPS has made a recommendation to maintain
27 less than 10% reliance on the pool portion of the portfolio to minimize exposure to pricing volatility. In 2024,
28 Hurricane's pool portion of the portfolio was 31%, but it looks like it may have been more of a calculated risk because
29 most of that came from the shoulder seasons which are months when pricing tends to be down. Jackie Coombs
30 stated Hurricane has made large requests for entitlement for both the two new natural gas projects and that would
31 bring them within that reliance target. Mayor Nanette Billings asked what resource options are coming available.
32 Mason Baker answered the projects that he's aware of include geothermal, natural gas, and solar with battery
33 storage. Jackie Coombs stated that Hurricane is either participating in or investigating all the projects Mason listed.
34 They've been very proactive in resource procurement. Lots of discussion about the power resource landscape
35 politically. Mason Baker continued showing what Hurricane's peak was for the summer of 2024. The challenge in
36 Washington County is the large swing in load peak for summer heat. When the summer peak is close to 60MW and
37 you compare that with shoulder month peaks of 20MW it makes it challenging to procure resources to cover the
38 60MW summer peaks and not be extra resource long during the rest of the year. He showed the forecasted average
39 price was \$68.43 and the actual price came in at \$66.45 which supports his earlier assumption that allowing the
40 higher percentage of pool reliance was a calculated decision. Crystal Wright supported that by stating that because



41 the market was soft, decisions were made to allow the market to pick up the load rather than scheduling some
42 resources at times. Mayor Nanette Billings asked if, based on the numbers just presented, if we could compare what
43 the difference would be compared to the numbers if EDAM were live during this time. Matt Hastings stated that
44 because Hurricane has dispatchable resources that can be dispatched based on economics that he would expect that
45 pricing wouldn't get any worse than it currently is. If market pricing is better than Nebo and Hunter, then those units
46 would not run, and cheaper energy would be procured from the market. If market pricing was more expensive then
47 Nebo and Hunter would run. Jackie Coombs stated that in January 2026 they are supposed to be able to run
48 comparisons, so we may have a better idea of the costs for members than we do now. Mason Baker showed a
49 historical graph of the load growth for Hurricane. The build out forecast shows a peak load of around 90MW or so
50 which may not materialize as quickly as the forecast, however we need to be in close coordination because the
51 resource industry typically doesn't build out that quickly.
52

53 Matt Hastings presented the process for meeting the requirements of EDAM. He provided a history of where UAMPS
54 and Hurricane have been with the energy market, where we are now, and how energy is purchased currently. In May
55 2026, CAISO will begin the EDAM. Ten years ago, in 2014, CAISO and PacifiCorp got together to create the energy
56 imbalance market. What happens from a control area perspective when you're balancing between load and
57 resources minute to minute is there are differences between anticipated load and the resources available. To more
58 economically fill that gap, the energy imbalance market was designed to handle the differences within the last hour,
59 last 15 minutes, and last five minutes before real time. At the time, there was a lot of discussion around extending
60 that out to a full day ahead, instead of hourly, or to the minute. PacifiCorp decided not to pursue it at that time. In
61 the intervening 10 years, most of the West has joined the energy imbalance market. UAMPS has not been a
62 participant with resources in the energy imbalance market. UAMPS is going through this transition of not only what
63 happened with the energy imbalance market, but also the EDAM. Earlier it was discussed that 31% of the Hurricane
64 load is being served from the pool. Currently the UAMPS staff, on a day ahead basis, checks the forecast for the
65 overall UAMPS load for the following day and buys a reasonable level of anticipated load, but not the full purchase.
66 Then, on an hour-to-hour basis, the real-time desk is making purchases to meet the full resource need for each hour.
67 That has worked out well over the last 10 years. For the most part, prices have been reasonable, and so that
68 approach to buying as it's needed has worked out well. Going forward, the paradigm is shifting quite a bit. Instead of
69 calling and buying 10MW for the next hour, or 75MW for the next three hours, it must be one on a day ahead basis.
70 A day ahead, UAMPS and each of its members, PacifiCorp, and CAISO will be looking to see what resource is needed
71 over the next day. Those needs will then be purchased a day in advance. Jackie Coombs wanted to mention that what
72 Matt Hastings said is very important. Right now, we can trade within the day of. That's what Crystal Wright does all
73 day. She watches the market and strikes the generation if the market goes higher than the strike price for generation.
74 That will no longer exist under EDAM. The way Hurricane operates its internal fleet will totally change. The market
75 we live in is not the market of the future. Matt Hastings then showed a graph highlighting the differences between
76 the market today and what it will look like in the future. Currently two entities are selling and purchasing energy from
77 each other within the same day. The complexity of a centralized market is that every participant comes to the table
78 with all the resource availability on a day ahead basis. The market will take that information from Hurricane, through
79 UAMPS, and all the other load serving entities within PacifiCorp's balance area authority as well as from CAISO's
80 balance area authority. It will be compiled and then all the resources that are available will be lined up in the most
81 cost-effective order and will be utilized in lowest available price order to meet the load projected, all while looking at
82 things like transmission congestion and losses throughout the entire balancing area. Mayor Nanette Billings asked if
83 we could choose whether to withhold a resource. Matt Hastings replied that in the case of Hurricane's Member
84 Internal Generation (MIG) yes, however, we still must show that we can meet our load need by the day ahead. That
85 may mean making an additional purchase, adding in our MIG, or otherwise, but we will have to make those choices
86 by the day ahead. UAMPS will have to begin scheduling for resources and load by 9 am the day before and meet a
87 Resource Sufficiency Evaluation (RSE) requirement. PacifiCorp has determined to calculate the RSE is to look on a day
88 ahead basis at what resource is needed for the full load. They will look at the last 3-year average and calculate what

89 percentage of that load belonged to UAMPS. UAMPS will then be responsible for proving resource sufficiency for that
90 amount plus 20%. UAMPS will utilize that same evaluation test to its members. Using the last 3-year average,
91 Hurricane will be responsible for proving resource sufficiency for our percentage of the UAMPS load.
92 Long conversation about how the RSE will be calculated and our specific resources. Dayton Hall asked what happens
93 if the actual load is more than the last 3-year average. Matt Hastings replied that our requirement is to show
94 sufficiency for the amount from the RSE. If the forecast is significantly higher, we'll procure additional resource in
95 advance. However, the way the market is designed is that the market will account for the load and serve the load if
96 we have met our RSE. Kevin Thomas asked what the chances of power costs increasing for everyone due to this
97 change. Matt Hastings replied that it's an unknown market, however, but every effort is being made to be more
98 economic. There will be bumps along the way while everyone figures out their respective roles in the new process.
99 Parallel operations will begin in January when operations happen as if the market is in place, receive settlements, and
100 see what the numbers look like for the RSE. The market goes live on May 1, 2026. He then began to discuss MIG.
101 There is an option to allow our MIG to participate in PacifiCorp's full network model and be operated and tracked by
102 CAISO. Hurricane's MIG fleet falls into a category that is currently not in full network model and is also not charged
103 transmission costs. If MIG is in the full network model, they must either self-schedule or bid themselves into the
104 market. Hurricane can decide whether to include their MIG in the full network model or stay as they are and
105 continue to run them when they want to. The largest difference is the RSE. If the MIG is in the full network model,
106 then the load calculated by CAISO is going to include the MIG into the total Hurricane load. For example, if
107 Hurricane's system load is 50MW and there are 10MW of MIG then the RSE calculation would be 60MW total. If
108 Hurricane stays out of the full network model, that 60MW load would only be calculated at 50MW because the MIG
109 is handling the other 10MW already. Currently, Hurricane Power staff would like to remain out of the full network
110 model due to the loss of the existing transmission agreement, thus having to pay transmission costs on the MIG.
111 UAMPS fully supports that decision. Once you go into the full network model you must stay there, but if you're not in
112 already, you can see how things go and at a future point decide whether to get in or not. To get into the full network
113 model there is a \$10,000 deposit for an 18-month PacifiCorp study, then they turn it over to CAISO to study. Once the
114 study process is finalized, the MIG would then be in the full network model. Hurricane has historically run MIG June
115 through August or the beginning of September. Due to that steady run profile, PacifiCorp will look back over the 3-
116 year average to calculate the RSE and will see the consistent run schedule and the subsequent lowering of the
117 Hurricane load. Crystal Wright stated that we spent time calculating the total generation from this past summer and
118 multiplied it by the current transmission rate. That totaled approximately \$75,000 we saved due to our existing
119 transmission agreement. For us to include the MIG, we would have to pay the \$10,000 study fee and we would lose
120 our grandfathered status meaning we would also be subject to the \$75,000 in transmission costs we saved this
121 summer. Mike Johns reinforced that, adding that it would also change some of our metering points, requiring some
122 SCADA updates and there would be costs associated with updating our system. Brian Anderson asked what happens
123 if an engine shuts down when you thought it would be running. Mason Baker replied that Hurricane would have to
124 tell UAMPS, who tells PacifiCorp, who tells CAISO, then Hurricane would have to pay the market price for the missing
125 generation for the time frame it was down.
126

127 Jackie Coombs will be talking about Pooling Agreement Amendments. Currently the Pooling Agreement states that
128 Hurricane is responsible for its own resources. What UAMPS needs is an amendment giving the authority to purchase
129 the RSE position on behalf of the members. The amendment will also dictate how the costs are allocated for their
130 contribution to that deficiency. The participant is currently required to buy all their resource through UAMPS. If a
131 participant goes out on its own to secure an outside resource, it will need to be assigned to UAMPS for scheduling.
132 That is the same. Currently members can sell their surplus to other members, but this agreement would allow
133 UAMPS to be able to sell the surplus in the organized market. That is already happening currently, but this agreement
134 makes the process more contractual. The terms and conditions of the changing market is what is driving most of the
135 changes. The existing contract is the 2nd agreement and was adopted in 1980. It is only 12 pages long and really needs
136 to have language added to meet the new market requirements. We may have to buy our RSE for a larger amount

137 than our load need, so there needs to be a way to pass those costs back through the members. The pool will
138 establish an entitlement share to do this. The market policy will be an exhibit to the pooling agreement because
139 EDAM may change. That way the Project Management Committee (PMC), who Mike Johns is a member of, will be
140 able to approve any changes without it having to go through City Council each time. City Council will approve the
141 overall agreement, but the PMC will be able to make changes to the exhibit as a group. UAMPS already does a load
142 forecast on behalf of Hurricane, but this will make it a requirement. UAMPS and Hurricane will have to work closely
143 together to anticipate if there will be large load changes due to a large industrial coming because that's how they will
144 purchase our RSE. It will also allow UAMPS to purchase resource up to 12 months out to meet the RSE. Mayor
145 Nanette Billings asked who determines who sits on the PMC. Jackie Coombs stated that each director or UAMPS
146 representative has a seat on that committee as well as any specific projects the member participates in. Mayor
147 Nanette Billings asked when the Pooling Agreement will be coming before City Council. Jackie Coombs stated that
148 Mason Baker will be talking about All-Requirement next, but the plan is to have the All-Requirement and the Pooling
149 Agreement presented together to City Council for approval. Everyone will have to enter into the Pooling Agreement
150 to meet EDAM requirements, however, each member will make their own determination about whether to
151 participate in the All-Requirement portion that Mason Baker will discuss.

152
153 Mason Baker described the All-Requirement discussion started from a request from UAMPS membership. The All-
154 Requirement would be set up just like other UAMPS projects with a PMC who governs the project and governed by
155 the UAMPS bylaws and organizational agreement. The main purpose is to look at procuring resource for all the
156 participating project members. This would be done through the existing Firm Power Project which handles purchases
157 for long term power projects that UAMPS does not own as well as the Resource Project where new power resources
158 are developed by UAMPS. The fundamental cornerstone of the All-Requirements model is that all resource will be
159 purchased through UAMPS, except for existing excluded resources which would include internal generation and roof-
160 top solar. Currently, UAMPS is not legally or contractually obligated to meet the load needs of each member,
161 although because of the Pool Project it kind of does this anyway. The term of the agreement is not finalized;
162 however, it needs to be a length of time that would match the length of any new generation project that would come
163 online due to project bonds. This is anticipated to be 25 years or longer. A member could get out of the project
164 through a buy out provision. UAMPS has modeled terms based off similar projects that are operating throughout the
165 country. There will be a 5-yr notice provision to buy out your contractual obligations. It would not be easy, but there
166 is an exit availability. UAMPS has been looking at how to support members seeking to add new large loads, typically
167 referring to data centers. They are investigating ways to provide benefits to both the member and the membership
168 base because it is so difficult to procure resources and it would be beneficial to be able to do it collectively. The
169 UAMPS staff would like to be more routine in coming up with an Integrated Resource Management Plan with each
170 member. They would like to work with each member to come up with a roadmap to handle that. Dayton Hall asked if
171 the All-Requirements PMC would handle decisions regarding involvement in new projects and construction of power
172 projects or if it would be more traditional where those would be done by resolution of the City Council. Mason Baker
173 stated that those would be handled by the PMC and they would be looking at the aggregate need of the members
174 within that project. That would be a change from how Hurricane currently handles individual UAMPS projects that
175 are presented for participation. The PMC would decide which projects the All-Requirement Project would participate
176 in. This would include short, mid, and long-term power purchases. One large goal is to make resource procurement
177 more efficient and easier for members. Another factor is that some members have stated a need to focus on their
178 individual day-to-day operations with less focus on resource procurement and having that handled more as a group.
179 He anticipates not sending out information until February due to changes in city leadership from local elections in
180 January.

181
182 Meeting adjourned at 2:17 p.m. The next Power Board meeting is scheduled for November 12, 2025, at 3:00 p.m.



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Mark Maag

1 The Hurricane City Power Board met on November 12, 2025, at 3:00 p.m. at the Clifton Wilson Substation located at
2 526 W 600 N.

3
4 In attendance were Mac Hall, Kerry Prince, Mark Maag, Mike Johns, Brian Anderson, Mike Ramirez, Jared Ross,
5 Nanette Billings, Kaden DeMille, Dayton Hall, Mike Vercimak, Weston Walker, Fred Resch, Bruce Zimmerman and
6 Crystal Wright.

7
8 Mac Hall welcomed everyone to the meeting. Dayton Hall led the Pledge of Allegiance and Kerry Prince offered the
9 prayer. Mark Maag made a motion to approve minutes from the October 8, 2025, meeting. Kerry Prince seconded
10 the motion. Motion passed unanimously.

11
12 **Mike Johns:** Mike Johns showed pictures and described our 50th Anniversary of Public Power Celebration held in
13 October. It was a great event held at the Community Center for the first time and ended up being a great location.
14 We had bucket truck rides, bounce houses, electric displays, hotline demonstration with the exploding hot dog, prize
15 giveaways, and vouchers for free food at the food truck vendors on the corner. It was successful and a great way to
16 celebrate with the community.

17
18 **Brian Anderson:** Brian Anderson explained the line crew has continued working on 1100 West as they are able.
19 They're almost ready to pull wire in that section. Mayor Nanette Billings asked if, once the wire is pulled, the plan is
20 to remove the poles out of the fields. Brian Anderson confirmed that is the plan. The month of October typically
21 means a lot of employees with time off and it's been difficult to have a full crew to complete work. He showed the
22 terminator to the board that had been promised in previous meetings. We also had 2 people attending and 4 people
23 instructing at the IPSA Hotline School this past week.

24
25 **Mike Ramirez:** Mike Ramirez reported that we had Eaton come in person to hold a kickoff meeting for our AMI
26 Metering project. We included utility staff, IT personnel, and other power department staff to share information
27 about what our next steps are and working toward getting this project moved forward. He showed the propagation
28 study that Eaton completed and where the AMI gateways will be installed. He discussed how this will be a meshed
29 system where the meters will talk to each other and help find the most efficient pathway to a gateway. Next week he
30 will be submitting a request for our first reimbursement of the Grid Reliance grant that we received. Mayor Nanette
31 Billings asked what our plan is for installation of the AMI meters. Mike Ramirez answered that currently it is to install
32 AMI meters on new builds and tackle existing meters by currently established radio read routes. Crystal Wright
33 stated a big challenge will be the utility office's current constraint with meter changeouts. They are currently limited
34 to a specific time frame to change meters out and are unable to do large amounts of changeouts manually. They
35 purchased a program to enable them to do batch meter changeouts, however it hasn't been tested. They need to
36 test and be comfortable with that batch meter changeout process before we change out large batches of meters. The
37 suggestion was made that once we're ready to start changing meters that it may be a good idea to start with
38 customers who are repeatedly on the non-payment list.

39



40 **Jared Ross:** Jared Ross reported they are preparing for the Generator 8 rebuild that will happen over the winter. He
41 discussed some work completed with one of the Brentwood Substation relays. At Anticline they've been working on
42 adding a recloser to accommodate the two new circuits that are being built out in that area. Brent George attended a
43 Survalent training as well as the IPSA Hotline School. He described a relay setting that caused a 20-second outage at
44 the Brentwood Substation. Bids for the Sky Mountain Substation control building and walls have gone out. There is a
45 pre-bid meeting scheduled for November 25th. We will go through the awarding process and get that project going in
46 January 2026. 30% substation drawings have been approved through ICPE, and 60% drawings are expected within a
47 week.

48
49 **Discussion and possible recommendation to the City Council regarding the Cost of Service Study:** Jillian Jurczyk is a
50 Rates Manager with Utility Financial Solutions (UFS), the company conducting our Cost of Service Study. She is
51 presenting virtually with Janel Albrecht, her Rate Analyst. She presented an overview of the minimum cash
52 calculation comparison as well as their electric financial projection and cost of service study projection. They used
53 trial balances, financial statements, and trends in revenues, expenses, and capital spending. They used that history to
54 build out a projection over the next five years. They use the projection and apply economic indicators like inflation
55 and power supply changes, growth, and the proposed capital plan to see if Hurricane Power can recover the costs to
56 serve customers. They also look at operating income to ensure that revenues cover expenses as well as cash balances
57 to identify a minimum cash calculation. Hurricane has an existing Cash Reserve Policy that defines how much cash
58 the utility should be holding. This policy drives the rate design proposals. If the current policy is desired to be
59 maintained as it exists, then a decision will need to be made on what the best proposal is to get to that goal. A 2.6%
60 inflation factor was used in the assumptions, however, power supply made up about 71% of the 2026 budget so the
61 inflation piece only affects about 30% of the expenses. That factor isn't as much a driver as power supply expense. A
62 4.5% growth rate was used due to the high growth area which makes sense when looking at the capital plan that
63 exists. A 3% cost escalator was used for the cost to purchase power. That is standard for the state of Utah. Capital is
64 separated into impact fee related and retail funded capital. Impact fee related capital refers to capital coming
65 because of growth to accommodate new customers. Retail funded capital refers to replacement of infrastructure
66 serving the current customer base. The capital plan that has been identified through the impact fee study is hefty to
67 accommodate the growth that has been occurring and projected to continue. Historically, Hurricane has spent about
68 \$3.8 million annually on capital, however the capital plan shows an increase to \$6.5 million per year averaged over
69 the next five years. Spending on infrastructure does affect cash balances because there is a recovery lag between
70 when you must spend the money on infrastructure and when that revenue comes in from impact fees. With all things
71 considered, the financial projection was analyzed to see what it would look like if everything was funded through
72 existing rates, if rates stayed the same, and if debt was leveraged as a tool to help fund some of the capital. She then
73 explained that as a municipal, non-profit utility, a profit still must be made just to break even. This is due the fact that
74 operating income must fund interest expense on debt, as well as the inflationary increase in replacement cost of
75 assets. She explained that a million-dollar asset with a 10-year useful life is handled financially through depreciation
76 expense. This means \$100,000 would be booked each year as depreciation and recovered through rates. In 10 years,
77 there will be \$1 million collected in depreciation to replace that asset. However, that asset no longer costs \$1 million
78 and is now \$1.3 million because of inflation. Operating income tries to capture that inflationary increase in
79 replacement cost to make sure current rate payers are paying for infrastructure currently being consumed. Then she
80 explained how they utilize all that information to see what happens to the cash balance as various components
81 change throughout the five-year projection. She explained how there is a minimum level of cash an entity needs to
82 stay above, but that minimum has been defined by Hurricane's existing Cash Reserve Policy. It seems to be more of a
83 target versus a minimum. She would like to discuss what Hurricane is comfortable with as a cash minimum. They
84 don't typically provide a target cash amount, because the nature of cash is that it will ebb and flow depending on
85 where you're at in your capital plan, if you're fully funding depreciation expense, and what your replacement of
86 infrastructure looks like. All they will say is that it needs to be above a defined minimum. Using their methodology in

87 calculating their cash minimum, they identify five risks: timing difference between when bills are paid and money is
88 received from customers, emergency fund to replace infrastructure needs, changes in power supply, capital plan net
89 of any bond proceeds, and any annual debt payments. For the timing difference they generally use a 45-day working
90 capital lag which is applied with all operating expenses that are non-power supply. For the emergency fund portion,
91 they take our historical average annual investment in assets and apply a 3% risk factor to that amount. For power
92 supply, they want to hold the highest monthly power supply bill in reserve. For capital plan, they take an average of
93 the five-year plan and hold one year's average in reserve. This method calculates between \$10-\$12 million as a
94 recommended minimum cash balance. Hurricane's policy takes 38% of the depreciation fund, which is the netbook
95 value of the plant assets, adds 1% of the budgeted annual revenue as a contingency, and finally adds 10 months of
96 operating expenses which include operational and power supply costs. This method calculates the \$28.1 million
97 minimum cash balance according to the existing resolution. Mayor Nanette Billings asked where our existing policy
98 came from. Crystal Wright explained she discussed that question with Dave Imlay, former Power Director, who was
99 involved with the approval of that policy. He stated he couldn't remember the details but remembered it had come
100 about in part from advice sought from UAMPS. Mayor Billings then asked if depreciation is funding the replacement
101 of infrastructure or if it's coming out of current budgeted operation expense. Kaden DeMille replied that depreciation
102 is a function of accounting. The 10 months of reserve funds directly affect our bonding capacity and rating and is one
103 component. Another component has been a long-held philosophy of the Power Board, staff, and Councils over the
104 years that it is the responsibility of the Power Department to weather the storms of the economy. In discussions
105 during this study, we need to decide as a board how we want to move forward. Do we continue to weather those
106 storms, or do we try to transfer more of that risk to the residents? Jillian Jurczyk then explained another way to look
107 at cash using the metric of how many days cash on hand a utility maintains. Meaning, if all revenue ceased coming in,
108 how many days could the utility cover their expenses using existing cash? The formula takes 365 days and is divided
109 by the total of operating expenses divided by total cash available. Typically, in other utility policies, they see this total
110 range anywhere from 90 to 150 days cash on hand. That's not what UFS calculates for cash minimums, but that's
111 what they commonly see written into other policies with utilities they've worked with. Hurricane's existing policy
112 using the days cash on hand metric equals 485 days, although it currently sits at 317 days with the existing cash
113 reserve amount. Using the UFS minimum cash calculation it comes out to 185 days. Mayor Billings stated the reason
114 this conversation is taking place is because of her request to the Power Department to see if rates could be lowered
115 after being raised in 2022 and 2023. That question led to this study and looking into the policy. Dayton Hall asked if
116 he understood correctly that the UFS recommendation is to have \$10.7 minimum cash reserve and yet Hurricane's
117 policy states we should have \$28.1 million. Jillian Jurczyk replied that they would like Hurricane to have over \$10.7
118 million and that is being met right now. However, as far as it being too much cash, it is a hard recommendation to
119 make because it goes back to Hurricane's philosophy and risk tolerance. They may want to hold that much cash
120 because they don't have a power cost adjustment (PCA), they do have large capital coming up, and they want the
121 flexibility on the cash side to weather power supply storms, and those are perfectly acceptable reasons. If they're
122 thinking that it's too much cash, they could implement a PCA or try to fund some of the capital using debt. There are
123 options, but it is all up to Hurricane and what they're comfortable with. She then presented slides showing various
124 plan options to meet the current policy's \$28.1 million target. There are many options available to meet that goal,
125 but to narrow it down she presented examples of a 1-yr, 3-yr, 5-yr, and a PCA option. Dayton Hall asked if our policy
126 for cash reserve calculation is within the range of other utilities taking into consideration those who have opted
127 against PCAs. Jillian Jurczyk replied it's the highest policy calculation she has seen. 200 days cash on hand is becoming
128 more common for utilities who want to have an A+ bond rating, while 150 days has long been standard. However,
129 Hurricane has unique factors due to the lack of a PCA in addition to the rapid growth occurring that requires
130 accommodation. She commended the city for being fiscally responsible in pushing the rate increases through which
131 she acknowledged must have been difficult. What ended up happening is power supply cost stabilized even though it
132 leveled out higher than it historically was on average. On the flip side, capital infrastructure costs skyrocketed due to
133 the growth. That offset the leveled off power supply costs and that's why a rate decrease no longer looks like a viable

134 option even though that's what Hurricane was hoping for going into this study. She explained what a PCA does since
135 it's a different philosophy. What happens is it flows any variation in power supply cost from what you planned for
136 and budgeted through to the customer bills. It essentially takes the risk from the utility and shares it with the
137 customer. In times of volatility, this charge gets a lot of notice because it goes up. She wants to emphasize it is risk
138 sharing more than a risk shift from the utility to the customer. This is because there's typically a 6-12 month rolling
139 average when a policy like this is created. That means if power costs are going up, the customer only sees a slow
140 increase over that 12-month period instead of all at once. This means the utility still must float the power cost
141 changes until that cost recovery has been realized. With a 12-month rolling average, this means it would take 18
142 months to fully recover those costs from the customer. Even with a PCA, cash balances still need to be adequately
143 maintained to be able to float that cost during recovery. If Hurricane chose to do a PCA, there wouldn't need to be
144 any rate adjustments. The PCA impact on bills would be around 2% a year based on current forecasted power supply
145 costs. The good thing about all these choices is that Hurricane is financially healthy so there is time to think through
146 and make a choice on the financial side. Mike Johns explained the reason he wanted the PCA option to remain in the
147 available choices is because he feels like his job and responsibility is to recommend all of the best options to the
148 board. He wanted them to see and understand what it is even though it is different than the philosophy of the past. It
149 leaves the least amount of risk on our utility. The risk becomes shared with the residents. Mayor Billings stated there
150 are neighboring cities using the PCA and even though they didn't have the rate increase like we did in 2022 and 2023,
151 they have passed their costs through their PCAs to their customers anyway. She stated it's difficult after two large
152 rate increases, adding a power cost adjustment option feels like raising rates on residents again. She feels like new
153 development should pay for itself. Crystal Wright explained that new development is paying for itself through impact
154 fees for infrastructure, but the costs to supply power needed due to the increased power requirement is done
155 through rates which are universal among all residents, both new and old alike. More power requirement means
156 increased power supply costs to all. Mike Johns wanted to emphasize it's not always an addition when discussing a
157 PCA, there are also decreases when power supply costs come in lower than budgeted or planned for. In that case, a
158 negative PCA is applied which decreases the overall power rate. There was a discussion between the mayor, board,
159 and staff regarding using bonding and impact fee credits to pay for infrastructure needs or if the cash reserve amount
160 will be used. Mac Hall stated that there was a lot of information presented and he would like all the board members
161 to be present before any decisions are made. Kaden DeMille stated the board needs to consider their philosophy
162 going forward regarding bonding, rate structure and whether to include or not include a PCA, and how much cash
163 reserve they feel is important. Mac Hall suggested setting up an interim meeting with the attendance of all Power
164 Board members to discuss this item prior to Thanksgiving.
165

166 **UAMPS Updates:** Mike Johns updated the board on the Fremont Solar project subscription request. We requested an
167 up-to-10MW increase to our existing 5MW subscription. We were approved from 5MW to 5.66MW so it was only a
168 slight increase. Some of the cities ended up approving their subscription in the project that weren't expected to and
169 that's why it wasn't a larger increase.
170

171 Meeting adjourned at 4:53 p.m. The next Power Board meeting is scheduled for December 10, 2025, at 3:00 p.m.

BUDGET

AVERAGE YEARLY POWER PRICES

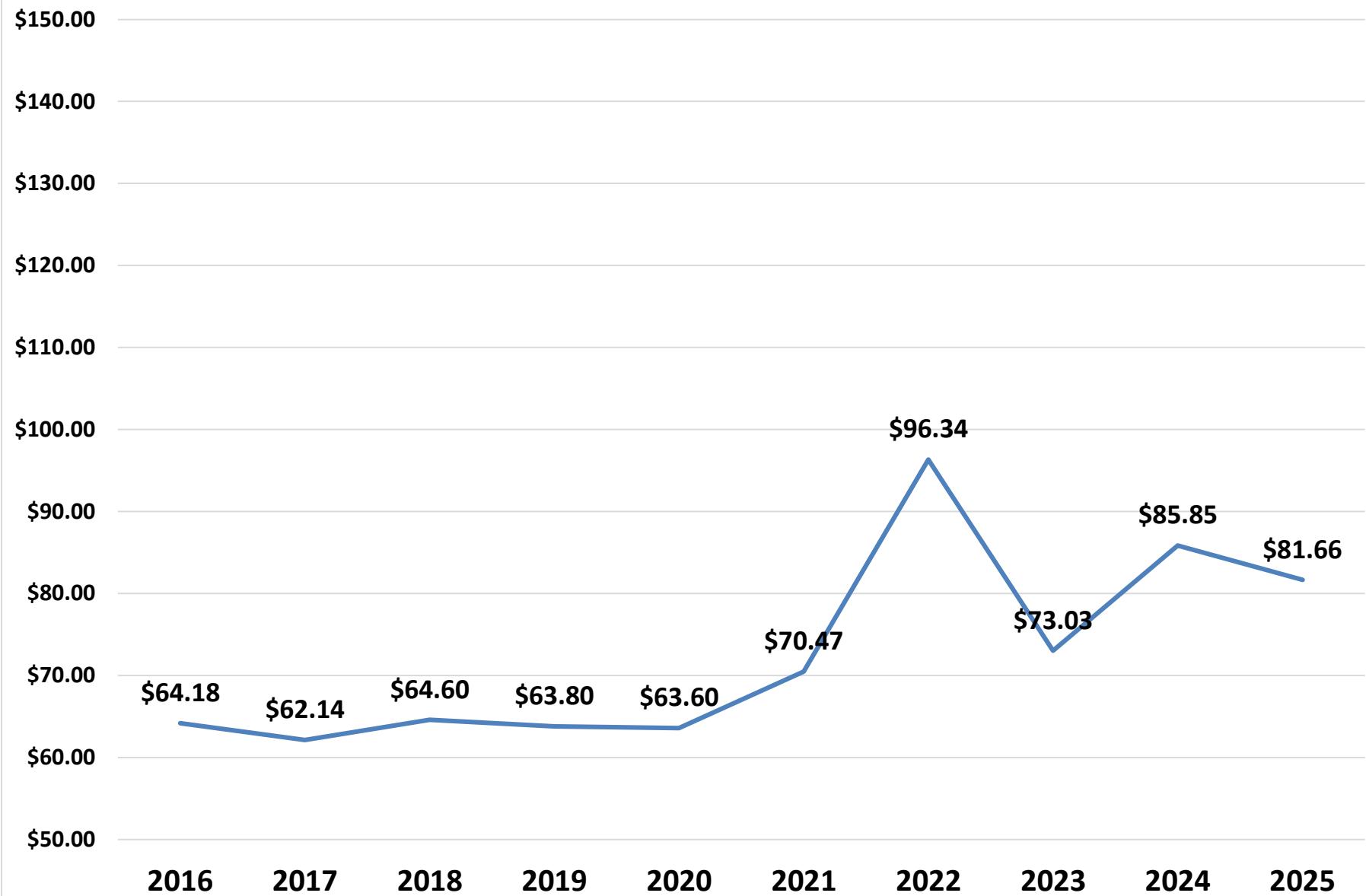
25-26 bdgt amount (thru Oct 2025) **\$70.40**
 BDGT Year to Date **\$71.86**

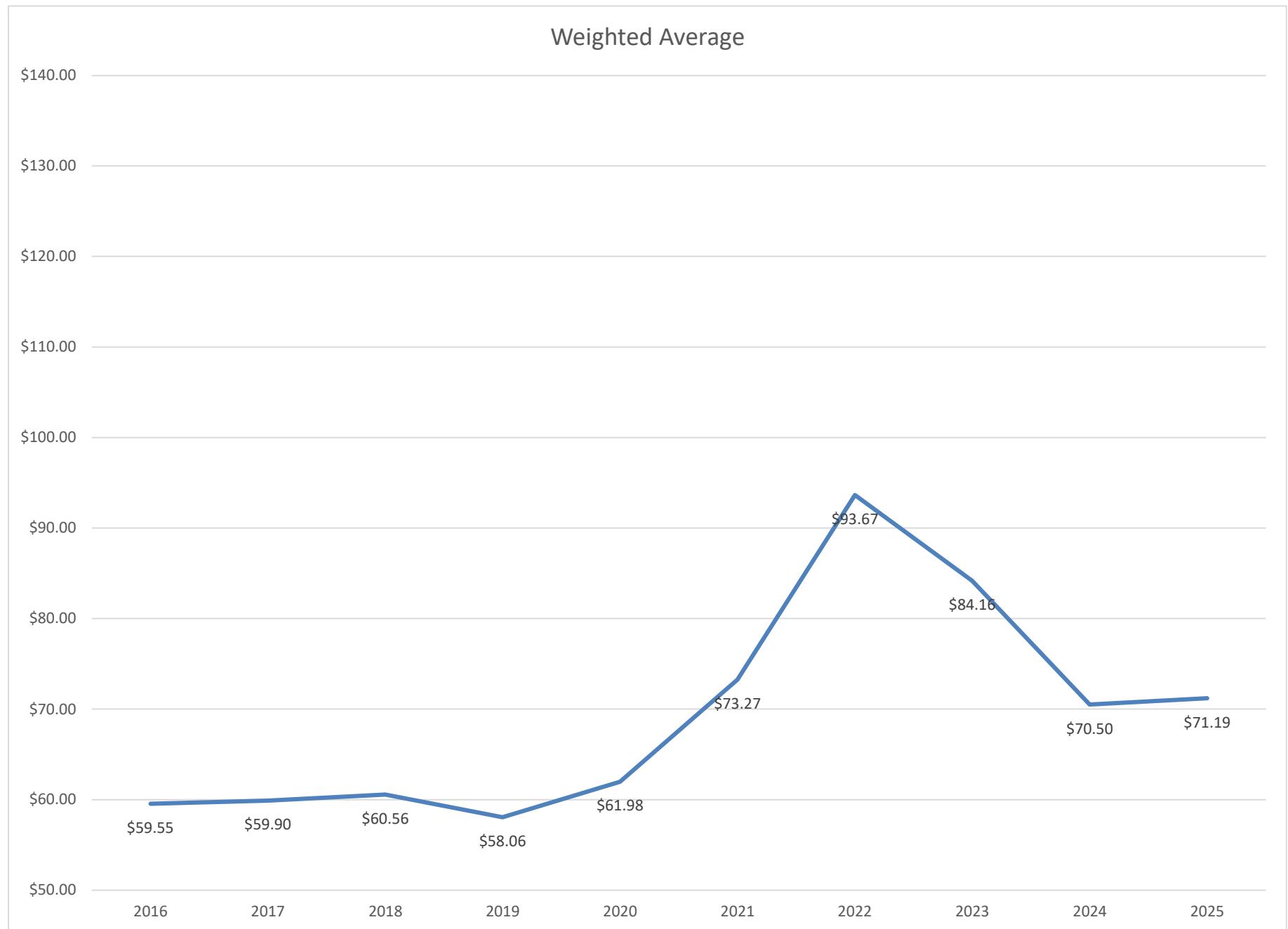
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Jan	\$57.87	\$59.07	\$60.62	\$59.75	\$57.76	\$60.14	\$68.25	\$132.44	\$80.85	\$73.20
Feb	\$62.38	\$63.04	\$60.96	\$67.00	\$60.67	\$63.19	\$70.88	\$83.72	\$71.23	\$74.69
Mar	\$61.77	\$60.99	\$60.09	\$65.17	\$64.67	\$63.64	\$67.28	\$87.92	\$70.62	\$77.45
Apr	\$59.71	\$59.49	\$55.02	\$55.44	\$55.92	\$61.86	\$82.63	\$75.32	\$70.32	\$76.44
May	\$65.51	\$60.32	\$58.86	\$58.55	\$58.55	\$59.69	\$72.66	\$67.45	\$64.54	\$63.90
June	\$65.51	\$58.54	\$52.17	\$55.30	\$53.44	\$86.91	\$77.60	\$69.52	\$63.88	\$63.66
Jul	\$56.95	\$58.29	\$67.87	\$54.29	\$55.98	\$81.04	\$85.31	\$90.48	\$70.51	\$71.49
Aug	\$57.67	\$59.00	\$66.55	\$54.58	\$78.40	\$72.03	\$96.60	\$84.39	\$67.05	\$65.48
Sep	\$56.97	\$62.36	\$55.00	\$54.34	\$64.93	\$82.38	\$127.29	\$83.74	\$66.46	\$74.68
Oct	\$59.23	\$59.79	\$59.36	\$59.70	\$62.82	\$75.92	\$83.45	\$83.77	\$75.82	\$71.95
Nov	\$64.18	\$62.14	\$64.60	\$63.80	\$63.60	\$70.47	\$96.34	\$73.03	\$85.85	\$81.66
Dec	\$61.51	\$58.80	\$61.61	\$58.55	\$60.33	\$70.07	\$161.27	\$71.99	\$68.50	
Yr Avg	\$60.64	\$60.15	\$60.23	\$58.87	\$61.42	\$70.61	\$90.80	\$83.65	\$71.30	\$72.24
Weighted Avg	\$59.55	\$59.90	\$60.56	\$58.11	\$61.98	\$72.46	\$92.09	\$84.16	\$70.50	\$71.19

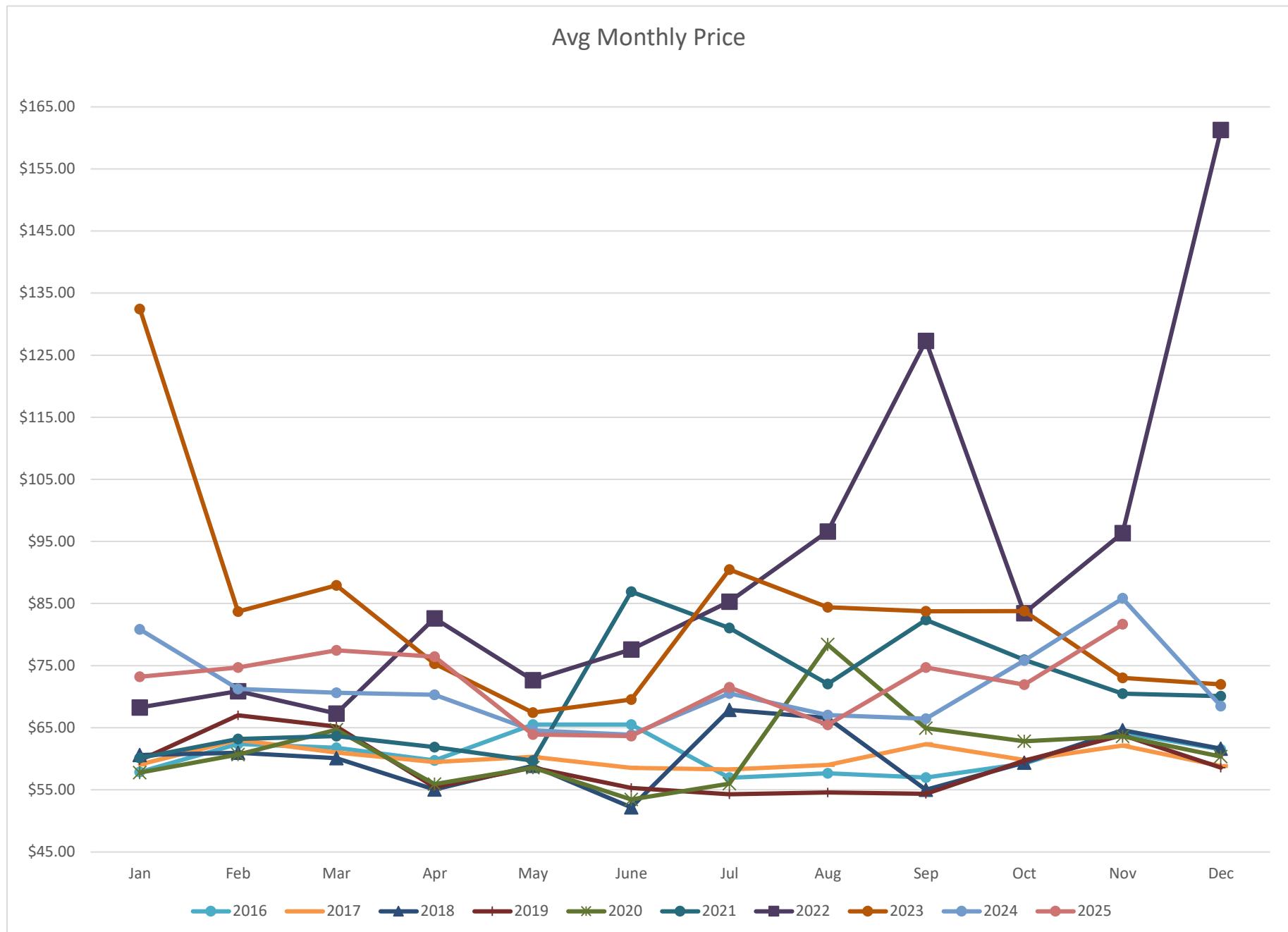
Cy to Date

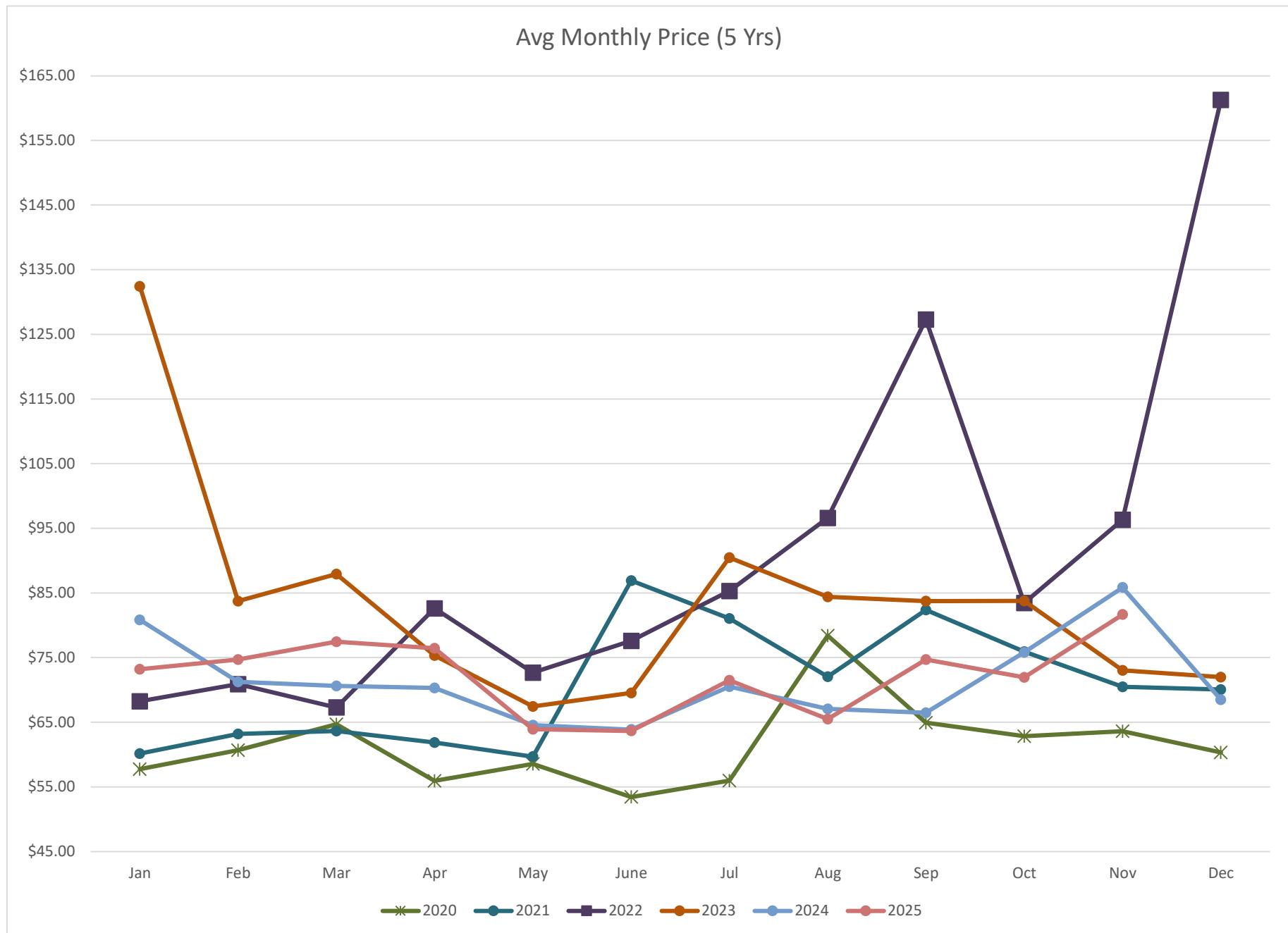
These figures capture the total cost of power to the power department.
 The power department uses costs only associated with the purchasing
 and generation of power and includes debt payments and interest

Nov

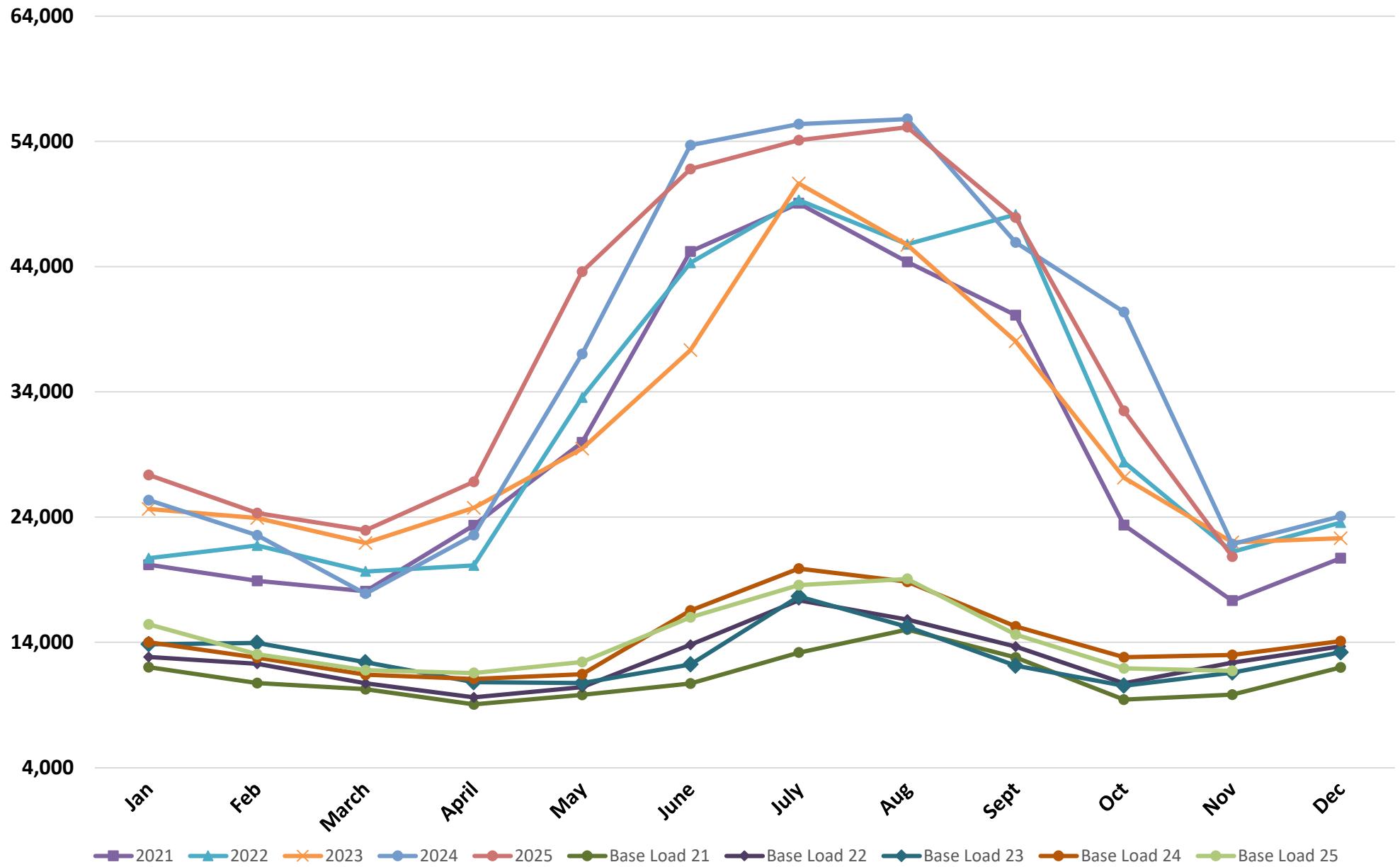




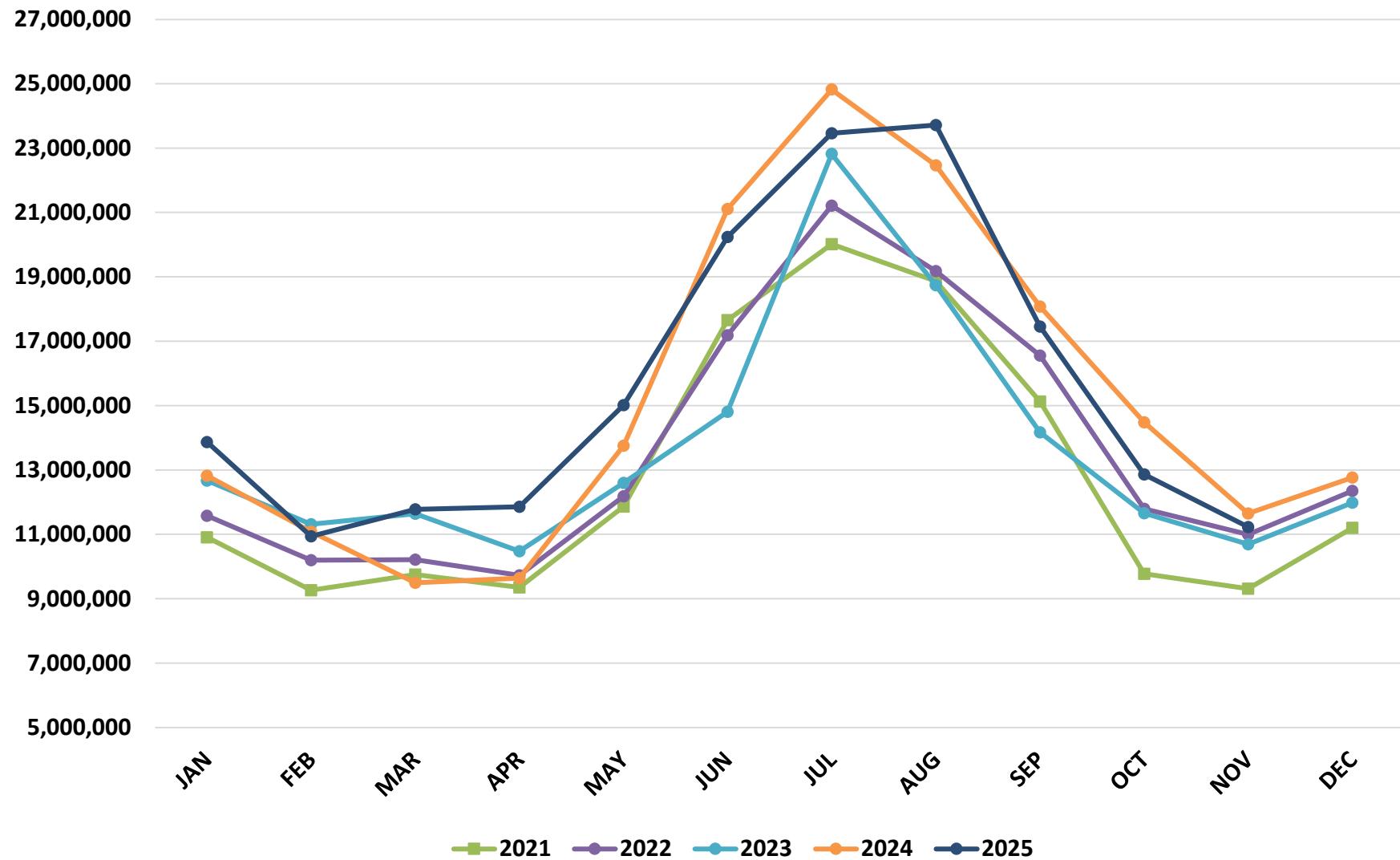




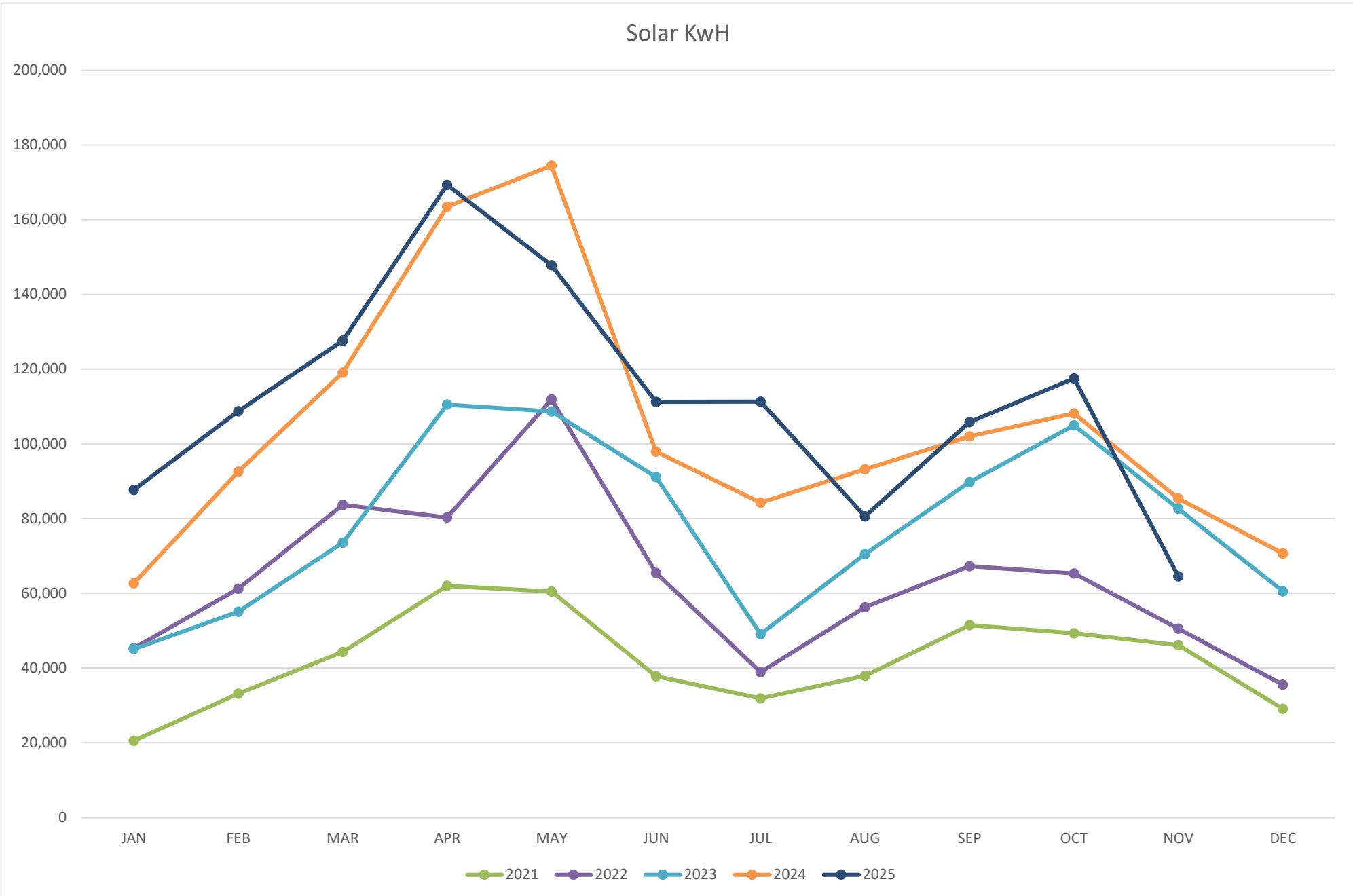
2021 - 2025 KW LOAD



2021 - 2025 KWH LOAD



Solar KwH



URD CONTRACTOR PREQUALIFICATION

1. NEW APPLICATIONS

- a. Change current fees:
 - i. Currently \$150 per company (includes 1 person) and \$50 per additional person
 - ii. Would like to move to \$150 per company (includes 1 person) and \$100 per additional person
- b. Justification:
 - i. New applications will require classroom training and certification test, and a walk-through of equipment in the yard with a Hurricane Power employee.
 - ii. We expect this process to take a total of 5 man-hours.
 - iii. At nearly \$100 per Hurricane Employee that rate would be \$500
 - iv. Average company brings an additional 3 guys to be certified

2. ANNUAL REFRESHER

- a. No current fee or structure
 - i. This will be the first mandatory annual refresher class
 - ii. There is a need to inform contractors of changes, concerns, and make sure info is updated and current
 - iii. Would like to charge \$50 per person
- b. Justification
 - i. Certified persons are already aware of most of Hurricane Standards
 - ii. We expect this classroom training to last roughly 2 man-hours
 - iii. At nearly \$100 per Hurricane Employee that rate would be \$200
 - iv. Estimating average company brings an additional 3 guys to be certified



**Intermountain Consumer
Professional Engineers, Inc.**
1145 East South Union Avenue
Midvale, Utah 84047
(801) 255-1111

MEMORANDUM

Date: January 12, 2026
To: Mr. Jared Ross and Michael Johns - Hurricane City Power
From: Daniel Velarde
Regarding: Sky Mountain Substation Masonry Fence and Control Building Bid Evaluation and Recommendation

On December 23, 2025 bids were received for the construction of the Sky Mountain Substation Masonry Fence and Control Building project.

Bids were received from six (6) separate contractors.

Interstate Rock.....	\$827,900.00
Black & McDonald.....	\$975,775.00
RBSM.....	\$929,737.00
Diamond W Construction.....	\$801,470.00
Westland Construction.....	\$790,183.00
Bodec.....	\$565,828.00

All bids were evaluated for cost, schedule, exclusions and conformity to specification requirements (See Attached Evaluation Sheet).

Based on the evaluation, due to the exclusion that were included Bodec and Westland Construction were removed from consideration.

Based on cost, and conformance to specification, **ICPE is recommending construction for the Sky Mountain Masonry Fence and Control Building be awarded to Diamond W Construction, based on cost, consideration shall be given to Interstate Rock based on previous construction of Three Falls Control Building.**

Hurricane City-Sky Mountain Substation Masonry Fence Control Building - CONSTRUCTION BID EVALUATION

Interstate Rock

PROPOSAL

Name of bidder INTERSTATE ROCK PRODUCTS

Date 12/23/2025

Gentlemen:

The undersigned, in compliance with your invitation for bids for Hurricane City Sky Mountain Substation Masonry Fence and Control Building project, having examined the specifications and related documents and being familiar with all of the conditions affecting the work, do hereby propose to furnish all materials and labor as required in accordance with the Bid documents as prepared by Intermountain Consumer Professional Engineers, Inc., within the time set forth and at the price stated below. This price is to cover all expenses incurred in installing the Sky Mountain Substation Masonry Fence and Control Building required under the Bid documents of which this proposal is a part.

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the Bid documents and that, otherwise, it is the intent of this Proposal that the work will be performed in strict accordance with the Bid documents.

(Attach additional pages as required.)

1. BID UNITS

Description	Quantity	\$/Unit	Extended Price
Mobilization/Demobilization/Bonds/ Insurance	LS	<u>\$40,200</u>	<u>\$40,200</u>
Masonry Fence/Gates	LS	<u>\$250,500</u>	<u>\$250,500</u>
Control House Foundation F4	1ea	<u>\$71,200</u>	<u>\$71,200</u>
Control House - (masonry, roof, HVAC, electrical, interior)	lot	<u>\$466,000</u>	<u>\$466,000</u>
TOTAL			<u>\$ 827,900.00</u>

2. PROPOSAL DATA

a. General

- 1) Each Bidder shall submit complete and definitive information on the offering in sufficient detail to permit a complete analysis of the proposal. The requirements stated in the Instructions to Bidders relative to information submittal shall be followed.
- 2) The requirements for information contained in this section are basic requirements. Additional information shall be provided as requested by the Engineer or the Purchaser.

b. Addenda. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this Proposal.

Addenda No.	Date Received
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

c. Declarations and Signatures

- 1) The undersigned hereby declares that only the persons or firms interested in the proposal as principals are named herein, and that no other persons or firms than herein mention have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a bid or proposal; and that it is in all respects for and in good faith, without collusion or fraud.
- 2) If written notice of the acceptance of this Proposal is delivered to the undersigned within sixty (60) days after the time set for receipt of proposals, or any time thereafter before this Proposal is withdrawn by the Bidder, the Bidder's Proposal, Letter of Acceptance, including issuance of purchase order number, and the specification shall constitute Contract/Agreement. The undersigned shall then commence with requirements of the Contract/Agreement.

Dated at: _____ this 23 day of December 2025

Bidder Interstate Rock Products, Inc.
By Kyson Spendlove
(Signature)
(Printed or Typed)
Title Eng. Dept. Manager



Complete Business Address of Bidder:

INTERSTATE ROCK PRODUCTS
42 S 850 W
HURRICANE UT 84737

Name, Address, email and Telephone
Number of Person to Contact Regarding
this Proposal.

GREG GUTIERREZ 42 S 850 W
HURRICANE UT
84737

Telephone: 435-375-2112
email: greg.gutierrez@interstatelrock.com



STATEMENT OF QUALIFICATIONS

**Sky Mountain Substation Masonry Fence
and Control Building
HURRICANE CITY**



**INTERSTATE
ROCK PRODUCTS**

Project Experience:

Interstate Rock is a family-owned heavy civil construction contractor with over 40 years of experience. Our expertise includes:

- Substation Foundation
- Underground utility installations
- Roadway construction and reconstruction
- Culinary water tank construction
- Large-scale earthwork
- Dam and bridge construction
- Drilling and blasting
- Water-resource projects

We have completed numerous projects that meet or exceed bidding document requirements.

Table 1 summarizes these projects, highlighting our capabilities and experience.

For detailed project descriptions, references, and performance data, see Appendix A.

Table 1 - Interstate Rock Project Experience

		Project Experience Jobs					
		3 Falls Substation Concrete Foundations & Building	HC Power Substation Grading	Flood St Substation Expansion Ph. 2	Dixie Power Majestic View Substation Pad	Substation Maintenance Shop	Twin Lakes Transformer Replacement
2 Years or Older		X	X	X	X	X	X
Substation/Foundation/Power Project		X	X	X	X	X	X

Project Qualification Statements:

- A. Is regularly engaged in the installation of substation concrete foundations as specified in this specification
 - **Interstate Rock Products is continuously engaged in earthwork, building construction, utilities installation, etc.**
- B. Does not anticipate change in ownership or major Policy during the period of the proposed work.
 - **There are no change of ownership plans**
- C. Has adequate manpower and material available to do the work properly and expeditiously within the time period specified.
 - **There is adequate manpower, equipment, materials, and expertise to meet timelines. Interstate Rock Products supplies all aggregate and concrete supplies.**
- D. Has adequate financial status to meet the financial obligation incident to the work.
 - **Yes, we have the financial status to meet the financial obligation. If additional documentation is required, it can be requested from our Account team. Interstate Rock Products has an E100 and B100 license, with a \$65,000,000 single project bonding limit and an \$85,000,000 aggregate bonding limit.**
- E. Has no just or proper claims pending against him regarding quality or performance of his work.
 - **There are no pending claims against IRP.**

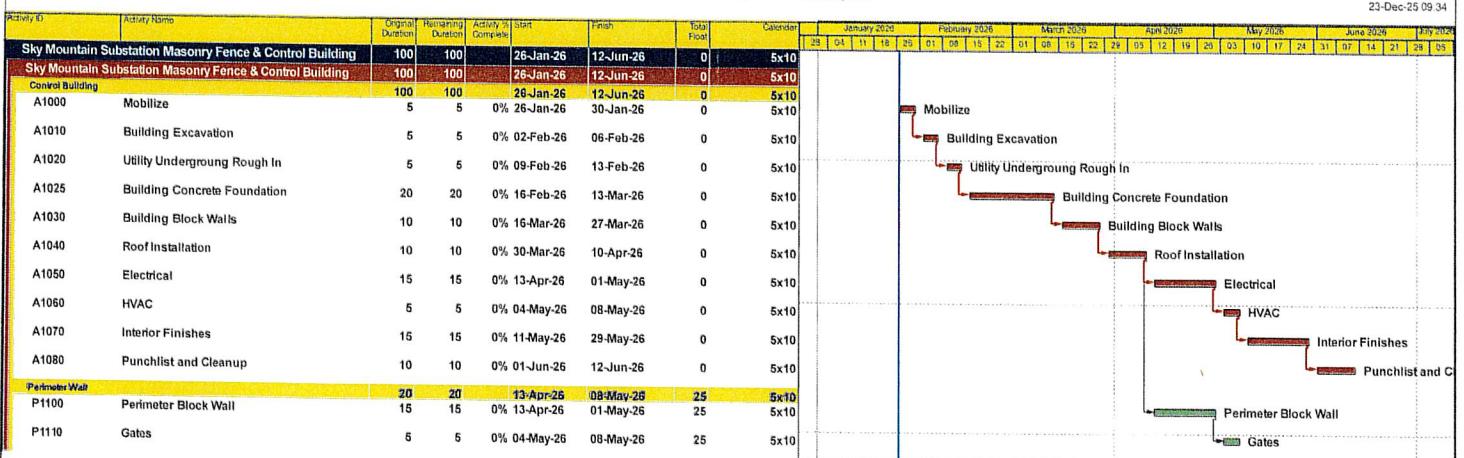
Project Experience:

- 3 Falls Substation Concrete Foundations and Building (Dec, 2023)
 - Owner – Hurricane City
 - Contract Value - \$1,253,060
- Hurricane City Power Substation Grading (July, 2022)
 - Owner – Hurricane City
 - Contract Value - \$332,629
- Flood Street Substation Expansion Phase 2 (Apr, 2019)
 - Owner – St. George City
 - Contract Value - \$233,177
- Substation Maintenance Shop (Oct, 2019)
 - Owner – St. George City
 - Contract Value - \$323,493
- Dixie Power Majestic View Substation Pad (July, 2017)
 - Owner – Dixie Power
 - Contract Value - \$565,539
- Twin Lakes Transformer Replacement (Feb, 2020)
 - Owner – St. George City
 - Contract Value - \$95,275

Data Date 29-Jan-26
SMSMFCB

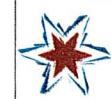
IRP - STD Baseline Logic All Work Layout

1 of 1
23-Dec-25 09:34



- Remaining Level of Effort
- Actual Level of Effort
- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone

Sky Mountain Substation Masonry Fence Control
Building
IRP - STD Baseline Logic All Work Layout



INTERSTATE
ROCK PRODUCTS

Black and McDonald

PROPOSAL

Name of bidder Black & McDonald

Date 12/23/2025

Gentlemen:

The undersigned, in compliance with your invitation for bids for Hurricane City Sky Mountain Substation Masonry Fence and Control Building project, having examined the specifications and related documents and being familiar with all of the conditions affecting the work, do hereby propose to furnish all materials and labor as required in accordance with the Bid documents as prepared by Intermountain Consumer Professional Engineers, Inc., within the time set forth and at the price stated below. This price is to cover all expenses incurred in installing the Sky Mountain Substation Masonry Fence and Control Building required under the Bid documents of which this proposal is a part.

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the Bid documents and that, otherwise, it is the intent of this Proposal that the work will be performed in strict accordance with the Bid documents.

None

(Attach additional pages as required.)

1. BID UNITS

Description	Quantity	\$/Unit	Extended Price
Mobilization/Demobilization/Bonds/ Insurance	LS		<u>\$69,258.00</u>
Masonry Fence/Gates	LS		<u>\$447,668.00</u>
Control House Foundation F4	1ea		<u>\$118,984.00</u>
Control House - (masonry, roof, HVAC, electrical, interior)	lot		<u>\$339,845.00</u>
TOTAL			<u>\$975,775.00</u>

2. PROPOSAL DATA

a. General

- 1) Each Bidder shall submit complete and definitive information on the offering in sufficient detail to permit a complete analysis of the proposal. The requirements stated in the Instructions to Bidders relative to information submittal shall be followed.
- 2) The requirements for information contained in this section are basic requirements. Additional information shall be provided as requested by the Engineer or the Purchaser.

b. Addenda. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this Proposal.

<u>Addenda No.</u>	<u>Date Received</u>
_____	_____
_____	_____
_____	_____
_____	_____

c. Declarations and Signatures

- 1) The undersigned hereby declares that only the persons or firms interested in the proposal as principals are named herein, and that no other persons or firms than herein mention have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a bid or proposal; and that it is in all respects for and in good faith, without collusion or fraud.
- 2) If written notice of the acceptance of this Proposal is delivered to the undersigned within sixty (60) days after the time set for receipt of proposals, or any time thereafter before this Proposal is withdrawn by the Bidder, the Bidder's Proposal, Letter of Acceptance, including issuance of purchase order number, and the specification shall constitute Contract/Agreement. The undersigned shall then commence with requirements of the Contract/Agreement.

Dated at: _____ this 18 day of December 2025

Bidder Custom Lighting Service LLC d/b/a (SEAL)
By Burk Rydalch Black and McDonald
(Signature)
(Printed or Typed)
Title Department Manager

Complete Business Address of Bidder: 1106 S Legacy View St
Salt Lake City, Utah 84104

Name, Address, email and Telephone
Number of Person to Contact Regarding
this Proposal.

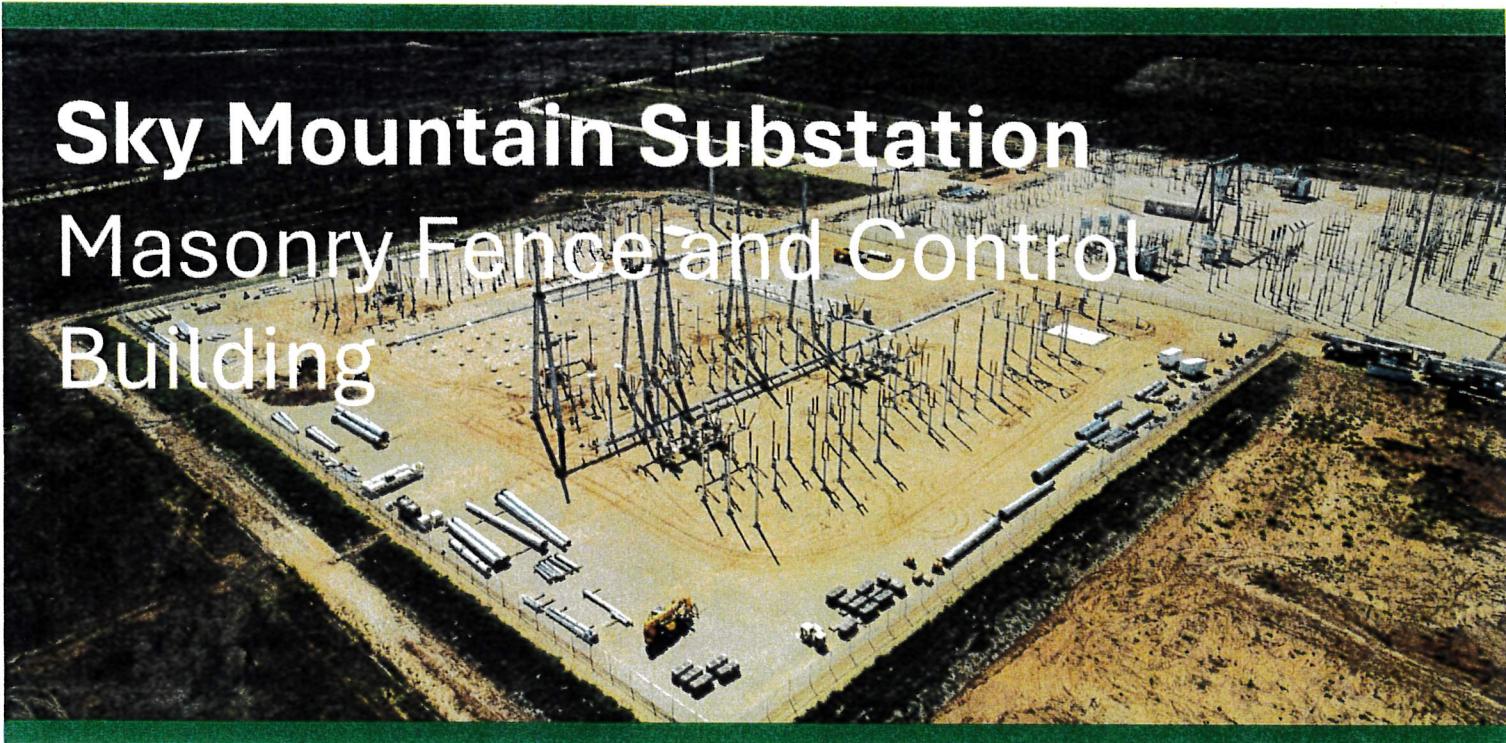
Telephone: 435-244-9959
email: brydalch@blackandmcdonald.com

BLACK & McDONALD

1106 S. Legacy View St, Salt Lake City, UT, 84104

Black&McDonald

Sky Mountain Substation Masonry Fence and Control Building



Prepared By:

Sean Pontius

Project Manager

Prepared For:

Hurricane City Power

Jared Ross

Submission Date: December 23,
2025

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PROPOSED CONSTRUCTION TEAM	5
REFERENCES	9

Transmittal Letter

December 23, 2025

Attention: Jared Ross

Subject: Sky Mountain Substation – Masonry Fence and Control Building

Custom Lighting Services LLC dba Black & McDonald (B&M) is pleased to submit our response for the Request to be Prequalified for **Sky Mountain Substation – Masonry Fence and Control Building** issued by Hurricane City Power.

Evidence of the key benefits of utilizing B&M for your distribution line scopes are summarized below and can be found throughout this submission. Highlights include:

- **Highly Skilled Local Workforce.** B&M is supported by a highly skilled and trained local labor force with unparalleled knowledge and understanding of our clients' requirements. Our staff resources have worked extensively together over the tenure of our company, which ensures that best practices and leading-edge methodologies are implemented with every client on every project and program. Fully equipped to meet the needs of this endeavor, we have internal professional resources which help us keep the costs down for you, while ensuring a successful delivery.
- **Large and Dependable Fleet.** B&M owns and operates a significant construction equipment fleet. We can leverage company resources as well as local equipment providers to ensure that equipment will never be a limiting resource on the project.
- **Single-Source Accountability.** A single call to our team ensures that all solutions are provided in a prompt and effective manner.
- **Commitment to Health, Safety and the Environment.** B&M is committed to protecting people, assets, and the environment and will take all necessary steps to provide and maintain a safe and healthy work environment.
- **Client Satisfaction.** B&M is recognized for providing service excellence and is firmly committed to Hurricane City Power's satisfaction as a key client. We go the extra mile to ensure that our service exceeds your expectations.
- **Credit Worthiness.** B&M has a strong balance sheet and large bonding capacity and is in good standing to work on large scale and complex projects.

With a track record of success spanning over a century, B&M has built a solid reputation based on our company's mission of providing our clients with quality and service that is second to none. We do the job right the first time, on time, on budget, and with the highest standard of safety in the industry.

We trust that the above meets with your satisfaction and we look forward to working with you further on this opportunity. If you require additional information or would like to discuss any aspect of our proposal in further depth, please do not hesitate to contact me or any member of our team.

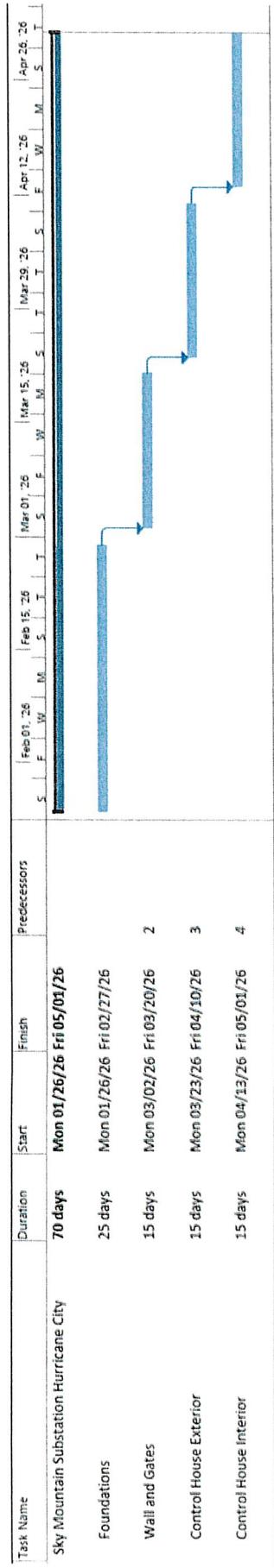
Sincerely,

Custom Lighting Services LLC dba Black & McDonald

Proposed Project Schedule

We will complete this project with a 3 man crew out of Local 57 made up of a foreman, a journeyman lineman, and an apprentice.

Our crews and subcontractors will take about 3 months to complete construction including but not limited to survey, control house foundations, masonry wall, gates, and control house construction.



Proposed Construction Team

Black & McDonald employ many highly qualified professionals, each bringing diverse backgrounds in employment and experience.

The following resumes include:

- Burk Rydalch
- Sean Pontius
- Bruce Bradshaw

Burk Rydalch

Department Manager, Salt Lake City

Professional Summary

Currently, Burk Rydalch serves as the Department Manager of Line and Substation Services at Black & McDonald. He oversees the day-to-day operations of distribution and substation line crews, as well as leads the estimating of new projects, manages existing projects, and develops new customer relationships. Burk Rydalch possesses an extensive background in transmission, distribution, and substation project estimation and management.

Industry Experience

Department Manager, Black and McDonald (2022 – Present)

Burk Rydalch serves as the Department Manager for Intermountain Region Operations at Black & McDonald. In this role, Mr. Rydalch oversees all transmission, substation, and distribution operations throughout the intermountain region of the Western United States. His responsibilities include setting yearly budgets for the department, keeping the P&L updated for monthly review meetings with the accounting department, and coordinating with the fleet department to ensure fleet readiness. Mr. Rydalch also oversees all project estimations for his department. The projects he manages range in voltage size from 4kV to 345kV, with contract values reaching up to \$20 million.

Regional Manager, FB Titan, Inc. (2019 – 2022)

Burk Rydalch oversaw all operations of transmission, distribution, and substation projects throughout the central region of FB Titan's U.S. operations. He contributed to the development of the company's strategic plan and served as a project manager on numerous high voltage and distribution voltage projects. During this period, Mr. Rydalch also managed the estimating department. Under his leadership, total revenues for the region grew from \$30 million to over \$60 million in 2022. Additionally, he expanded the team from 4 local crews to 20 crews throughout the Intermountain region.

Estimator & Project Manager, Titan Electric (2015 – 2019)

Burk Rydalch oversaw estimation and project management throughout the Intermountain region, specifically for Rocky Mountain Power and NV Energy. During this period, the company's annual revenue grew from \$6 million to over \$30 million. Under his leadership, operations expanded into Colorado, Idaho, New Mexico, Washington, and Oregon.

Education

Bachelor of Science, Chemistry

University of Utah

Qualifications

- First Aid / CPR Certified
- OSHA 10
- OSHA 20

Sean Pontius

Project Manager, Line & Substation Services, Salt Lake City

Professional Summary

Mr. Pontius serves as a Black & McDonald Project Manager, Line & Substation Services in SLC, Utah. This division is responsible for all transmission, distribution, and substation projects with electric utilities, private developers, and municipalities. Mr. Pontius is responsible for the daily administrative and coordination needs for power line crews in the Salt Lake City Utah Region. He manages project documentation, including Take Offs, set up, project productivity, and safety plans, as well as billing and invoicing for the Line Division.

Industry Experience

Project Manager, Black and McDonald (2023 – Present)

Mr. Pontius serves as a project coordinator for the line crews. He acts as the support system for line crews, General Foremen, and Superintendents to ensure clear communication, organization of necessary documentation, and accuracy of project and billing information. He ensures that crew, GFs, Superintendents, and Managers have access to information they need and are promptly informed of project updates.

Teacher, Granite School District (2017 – 2022)

Mr. Pontius served for 5 years as a certified teacher in West Valley City, Utah. He was instrumental in the coordination and implementation of instructional strategies with a grade level team. His experience includes long and short-term strategizing, data collection and analysis, managing multiple projects in various stages in their life cycles, and collaboration and communication with multiple stakeholders.

Education

Bachelor of Arts, Elementary Education

University of Utah

Master of Education

Western Governors University

Qualifications

- CAPM – Certified Associate Project Manager
- OSHA 20

Bruce Bradshaw

Substation General Superintendent, Salt Lake City

Professional Summary

Mr. Bradshaw serves as Black & McDonald's Substation General Superintendent. Using his 33 years of experience in the industry he has successfully built a new line of work for Black & McDonald that will help better serve clients, locally as well as nationally. Over his career he has successfully completed a long list of projects in all aspects of the Electrical Industry ranging from simple street lighting projects to more complicated power plants, substations & switchyards, & Light Rail Systems. He currently holds a Journeyman Electrician License in Utah.

Industry Experience

Substation General Superintendent, Black & McDonald (2019 – Present)

He is responsible for overseeing projects, crews, and meeting / negotiating with clients. He assembles project proposals, bids & participates in procurement opportunities. His vast knowledge of the industry has brought a wide variety of work to Black & McDonald and aided not only Black & McDonald but it's sister companies as well.

Foreman, Cache Valley Electric (1993 – 2019)

Started work as a foreman overseeing vast electrical projects like: Conversion of BYU Campus from 4kV system to a 12kV system; Substations in Utah, Idaho, Wyoming, Nevada, Oregon, & California, and for Kennecott Utah Copper, NV Energy, PacifiCorp, MagCorp, ATI Titanium, Army Corp of Engineers, Dugway, ATK; Power Switchyards & Power plants; Light Rail Systems for UTA, Distribution work for various clients including Palace Gaming Casino in California; various street lighting projects in multiple municipalities, including UDOT Highway Lighting Projects; Union Pacific Railyard intermodal Hub in Salt Lake City.

Apprenticeship Instructor, Utah Valley University (1997 – 2000)

Instructed students on theory, code, and practical aspects of Electrical work.

Electrical Apprenticeship, Boshard Electric Provo (1985 – 1993)

Completed tasks ranging from delivery, warehouse, assisted journeyman electricians in wiring

Education

Associates, Electrical Apprenticeship

Utah Valley Community College

Utah State Journeyman License

#156563-5504

Qualifications

- HAZWOPER 40 Hour Certification
- OSHA 10
- OSHA 30
- Union Steward Training IBEW
- Commercial Driver's License

References

The examples below demonstrate Black & McDonald's extensive experience serving diverse clients who can attest to the company's high standards of quality and professionalism.

Company & Project Name	Contact	Scope	Year
Nephi Power			
Nephi, Utah	Rust Finlinson (435) 623-0276	Construction of a new 138 kV substation along with two greenfield switchyards	2024- In progress
One New Substation & Two New Switchyards			
Rocky Mountain Power			
1407 West North Temple, Salt Lake City, Utah	Blake Attaway	Install new control buildings, install new transformers, CCVT, CB's and yard expansions.	2023
Sky Park Substation			
St. George			
61 S. Main St			
St. George, Utah	Wyatt Newton	Install new brick control house at new St. George substation.	2022
St. George Substation Control House			
Bountiful City			
198 S 200 W	Luke Viegel		
Bountiful, Utah	(801) 298-6070	Reconductor approx. 7miles of single circuit.	2021
3100 S. Reconductor			
Spanish Fork City			
40 South Main Street, Spanish Fork, Utah	Stacey Price (832) 389-5759	Site civil and Precast Wall for substation.	2019
Woodhouse Substation			
Spanish Fork City			
40 South Main Street, Spanish Fork, Utah	Tom Copper (801) 804-4595	Site civil, foundations, and underground work for new bay position for distribution substation.	2019
Industrial Substation			

RBSM Construction

PROPOSAL

Name of bidder RBSM Construction

Date 12/23/2025

Gentlemen:

The undersigned, in compliance with your invitation for bids for Hurricane City Sky Mountain Substation Masonry Fence and Control Building project, having examined the specifications and related documents and being familiar with all of the conditions affecting the work, do hereby propose to furnish all materials and labor as required in accordance with the Bid documents as prepared by Intermountain Consumer Professional Engineers, Inc., within the time set forth and at the price stated below. This price is to cover all expenses incurred in installing the Sky Mountain Substation Masonry Fence and Control Building required under the Bid documents of which this proposal is a part.

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the Bid documents and that, otherwise, it is the intent of this Proposal that the work will be performed in strict accordance with the Bid documents.

WE ARE EXCLUDING COST OF BATTERIES & CHARGER
UNTIL WE KNOW WHAT IS WANTED

(Attach additional pages as required.)

1. BID UNITS

Description	Quantity	\$/Unit	Extended Price
Mobilization/Demobilization/Bonds/ Insurance	LS		<u>249,947</u>
Masonry Fence/Gates	LS		<u>292,710</u>
Control House Foundation F4	1ea		<u>27,000</u>
Control House - (masonry, roof, HVAC, electrical, interior)	lot		<u>360,080</u>
TOTAL			<u>\$ 929,737</u>

1285m
BAER BUILT DBA CONSTRUCTION
(Bidder's Name)

2. PROPOSAL DATA

a. General

- 1) Each Bidder shall submit complete and definitive information on the offering in sufficient detail to permit a complete analysis of the proposal. The requirements stated in the Instructions to Bidders relative to information submittal shall be followed.
- 2) The requirements for information contained in this section are basic requirements. Additional information shall be provided as requested by the Engineer or the Purchaser.

b. Addenda. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this Proposal.

<u>Addenda No.</u>	<u>Date Received</u>
_____	_____
_____	_____
_____	_____
_____	_____

c. Declarations and Signatures

- 1) The undersigned hereby declares that only the persons or firms interested in the proposal as principals are named herein, and that no other persons or firms than herein mention have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a bid or proposal; and that it is in all respects for and in good faith, without collusion or fraud.
- 2) If written notice of the acceptance of this Proposal is delivered to the undersigned within sixty (60) days after the time set for receipt of proposals, or any time thereafter before this Proposal is withdrawn by the Bidder, the Bidder's Proposal, Letter of Acceptance, including issuance of purchase order number, and the specification shall constitute Contract/Agreement. The undersigned shall then commence with requirements of the Contract/Agreement.

Dated at:

TUESDAY this 23 day of December 20 25

Bidder RBSM Construction (SEAL)
By Samuel Mangamano
(Signature)
SAMUEL A. MANGAMANO
(Printed or Typed)
Title CO OWNER

Complete Business Address of Bidder:

1220 OAK C.R.
Saint George, UT 84770

Name, Address, email and Telephone
Number of Person to Contact Regarding
this Proposal.

BAER BUILT
Sam Mangamano

RBSM CONSTRUCTION

Samuel Mangamano

Telephone: 435-773-7514 or 808-321-0098
email: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

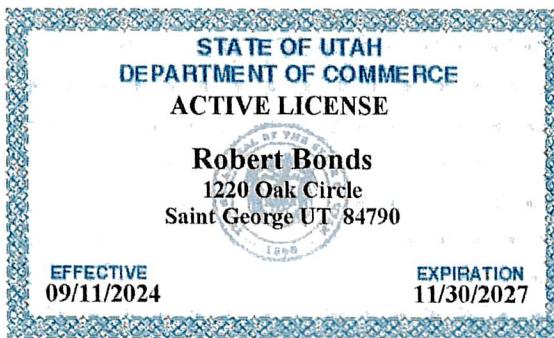
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Kaleb DeMille	
Main Street Insurance 780 N 2860 E STE 101 St George		PHONE (A/C, No, Ext): (435) 674-2221	FAX (A/C, No):
		E-MAIL ADDRESS: kaleb@msiagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Auto Owners Insurance Company	NAIC # 18988
		INSURER B : WCF Mutual Ins Co	10033
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED			
Robert Bonds dba Baer Built 1220 OAK CIR ST GEORGE			
UT 84790			

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD /WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/>		57295569	11/20/2025	11/20/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		4097106	11/21/2025	11/21/2026	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	DED <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A					
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER		CANCELLATION	
State of Utah DOPL 160 East 300 South PO Box 146741 Salt Lake City UT 84114		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

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REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)	
14155695-5501	Contractor With LRF
B100	
DBAs:	BAER BUILT

IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

ROBERT BONDS
1220 OAK CIRCLE
SAINT GEORGE UT 84790

Please visit our web site at
www.dopl.utah.gov should you have any
questions in the future.

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF PROFESSIONAL LICENSING

ACTIVE LICENSE



EFFECTIVE DATE: 09/11/2024

EXPIRATION DATE: 11/30/2027

ISSUED TO: Robert Bonds
1220 Oak Circle
Saint George UT 84790

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

14155695-5501 Contractor With LRF

DBAs:

BAER BUILT

B100

Bear Built DBA RBSM Construction

Schedule of project for the Hurricane City Sky Mountain Substation Masonry Fence and Control Building.

RBSM Construction is committed to completing the job in 140 days once the project has started with RBSM.

Previous Work Experience

Owner Robert Bonds

- Black Desert Golf resort
- Intermountain Saint George Hospital Remodel (with Oakland Construction)
- BYU Campus remodel (Oakland Construction)

Owner Sam Manganaro

- Three Falls Substation CMU Scope
- Springdale Waste Water Lagoon remodel CMU Scope
- 400 South Saint George Substation CMU Scope

Diamond W Construction

Construction Bid Documents

HURRICANE CITY Sky Mountain Substation Masonry Wall and Control Building

November 2025



**Intermountain Consumer
Professional Engineers, Inc.
1145 East South Union Avenue
Midvale, Utah 84047
(801) 255-1111**

NOTICE TO BIDDERS

NOTICE TO BIDDERS:

Bids will be received by Hurricane City Power for:

Hurricane City
SKY MOUNTAIN SUBSTATION
MASONRY FENCE AND CONTROL BUILDING

The bids will be for furnishing the Sky Mountain Substation Masonry Fence and Control Building. Bids shall be in accordance with the Bid Documents prepared by Intermountain Consumer Professional Engineers, Inc.("ICPE"), hereinafter referred to as the "Engineer".

A. Sealed (hard copy) proposals are to be clearly labeled "bid for Sky Mountain Substation Masonry Fence and Control Building" and be delivered to:

Attention: Jared Ross/Mike Johns
Hurricane City Power
147 North 870 West
Hurricane, UT 84737

Proposals shall be received before 3:00 pm **on December 23, 2025** Bids will be opened publicly in the presence of one or more witnesses in the Council Chambers. Purchaser shall enter in to only one contract for the services and equipment to be provided under this specification.

A pre-bid "Teams" conference meeting will be held on November 25, 2025, at 2:00 p.m.. Information for the conference meeting shall be obtained from Jared Ross at powerjared@hurricane.utah.gov or via phone at 435-669-5262. The Bidder shall provide e-mail information to facilitate meeting invite notification.

The project schedule is as follows:

Pre-bid "TEAMS" Conference meeting date: November 25, 2025 at 2:00 p.m.

Bid due date: December 23, 2025.

Earliest Start date: January 23, 2026.

All questions regarding the Bid Documents should be addressed to Daniel Velarde with ICPE, and Jared Ross with Hurricane City (addresses as indicated in the "Instruction to Bidders").

Instructions, specifications and proposal blanks will be on file in the office of Intermountain Consumer Professional Engineers, Inc., ("Engineer") 1145 East South Union Avenue, Midvale, UT 84047, where they may be consulted or secured for the purpose of bidding.

INSTRUCTIONS TO BIDDERS

1. SCOPE OF CONTRACT: Bidder shall be fully responsible for all labor, material and equipment necessary for complete installation of the foundations and Control Building as required in the Bid Documents.
2. SECURING AND COMPLIANCE WITH BIDDING DOCUMENTS: Specifications and other bidding documents may be obtained at the time and place indicated on to Notice to Bidders. Bidders shall comply with all conditions stipulated in such bidding documents.
3. INTERPRETATION OF DRAWINGS AND DOCUMENTS:
 - a. If any bidder is in doubt as to the true meaning of any part of the Bid Documents, or finds errors, discrepancies or omissions in them, he shall at once request interpretation or correction from the Engineer.
 - b. The Engineer will promptly clarify the area in question and issue written instructions to all prospective bidders. Verbal instructions or interpretations will have no validity, regardless of source.
 - c. Request for such clarifications must be in the office of the Engineer a minimum of three (3) days prior to bid opening.
4. PREPARING AND SUBMITTING BIDS:
 - a. Bids shall be prepared on the forms as found in this specification.
 - b. Bids will bear no marks, erasures, or writing changes, other than those provided or requested.
 - c. No verbal or telephone bid modifications or cancellations will be considered.
 - d. The bidder guarantees there shall be no revisions or withdrawal of bid amount for a period of 60 days after bid opening.
 - e. Bid shall be signed by a Principal duly authorized to make contracts.
 - f. Bid proposals shall reflect the cost of all work required by the bidding documents, plus additions, deletions, or modifications required by addenda issued prior to bid opening.
 - g. **Sealed Bids** shall be delivered to Jared Ross at Hurricane City Power as stated in the notice to bidders.
 - h. It is the bidder's sole responsibility to see that his bid is received at the proper time and place. Any, bid received after scheduled bid opening will be considered non-responsive.
5. EXCEPTIONS
 - a. Each Bidder shall list in the space provided on the proposal form all exceptions or conflicts between his proposal and the specifications and documents. If more space is required for this listing, additional pages may be added. If the bidder takes no exceptions, he shall write "None" in the space provided. Proposals which do not comply with this requirement will be considered irregular and may be rejected at the discretion of the Purchaser. In case of conflicts not stated as directed, the requirements of the specifications and documents shall govern.
 - b. If the Bidder takes exception, all such exceptions shall be specific in nature and carefully referenced to the applicable page number, article number, and article title of the specifications and documents. If the bidder proposes deletion of specification language and substitution of revised language, such deletion and substitution shall be carefully presented by typing complete paragraphs or articles of the original specification language and incorporating the substitute language. Proposed deletions shall be set off by brackets, thus: [delete this language], and proposed substitute language shall be indicated by underlining, thus: substitute this language. Exceptions which are general, which make reference to the bidder's standard terms and conditions, or which make reference to the bidder's descriptive information as a whole will not be acceptable. Proposals which do not comply with these requirements for the presentation of exceptions will not be acceptable and may be rejected.
 - c. If a proposal includes express or implied exceptions that are not listed as required, the requirements of the specifications and documents shall govern. The bidder shall not alter any part of the specifications and documents in any way, except by stating his exceptions.

6. BID WITHDRAWALS: Prior to the bid opening, Bidders may withdraw a bid by written request or by reclaiming bid envelopes.
7. BID OPENING AND DATE: Bid opening time and date is as per the Notice to Bidders found in this Bid Document.
8. BID PROPOSAL:
 - a. Firm prices shall be quoted.
 - b. The Purchaser reserves the right to waive minor irregularities or minor errors in any proposal if it appears to the Purchaser that such irregularities or errors were made inadvertently. Any such irregularities or errors so waived must be corrected in the Proposal in which they occur prior to the execution of any contract which may be awarded thereon.
 - c. All Bidders will be notified of any changes in the specifications in addendum letters. Receipt of addendum letters must be acknowledged in the bid proposal.
9. BIDDER QUALIFICATIONS: In order for their proposals to be considered, Bidders must, upon request, demonstrate to the satisfaction of the Purchaser that they are qualified to satisfactorily perform the specified work. The Bidder shall submit written evidence of his qualifications to the Purchaser and the Engineer, in duplicate, not less than three (3) days before the date of proposal opening. Such evident shall include all information necessary to certify that the Bidder:
 - a. Is regularly engaged in the installation of substation concrete foundations as specified in this specification.
 - b. Does not anticipate change in ownership or major policy during the period of the proposed work. If such change is anticipated the scope and effect thereof shall be defined.
 - c. Has adequate manpower and material available to do the work properly and expeditiously within the time period specified.
 - d. Has adequate financial status to meet the financial obligations incident to the work.
 - e. Has no just or proper claims pending against him regarding the quality or performance of his work.
 - f. Has installed concrete foundations for six (6) or more substations of comparable size having similar design requirements, each of which has been in successful commercial operation for at least two years. The evidence shall consist of a selected listing of the substations, indicating for each substation the owner's name location, date of initial operation, and rating. The listing shall be specially prepared for this particular bidding and shall list only those whose substations falling under the above requirements.
10. INTERPRETATION AND ADDENDA
 - a. If any prospective Bidder is in doubt as to the true meaning of any part of the proposed Bid documents, he may submit to the Engineer a written request for an interpretation. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum transmitted to each party receiving a set of such documents. The Purchaser will not be responsible for any other explanations or interpretations of the proposed documents.
 - b. It shall be the Bidder's responsibility to advise the Engineer, before the time specified for receipt of proposals, of conflicting requirements or omissions of information which require clarification. Those questions not resolved by addenda shall be listed in the space provided on the proposal form, together with statements of the basis upon which the proposal is made as affected by each question.
11. AWARD OR REJECTION OF BID: The Purchaser reserves the right to reject any and all bids and to waive any irregularities therein.
 - A. *Considerations.* In awarding to the lowest responsible bidder, the City shall consider, in addition to price:
 1. The quality of supplies offered;

2. The ability, capacity and skill of the bidder to perform the contract of provide the supplies or service required;
3. Whether the bidder can perform the contract of provide the supplies promptly, or within the time specified, without delay or interference;
4. The sufficiency of the bidder's financial resources and the effect thereof on his ability to perform the contract or provide the supplies or services;
5. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
6. The quality of the bidder's performance on previous orders or contracts for the City or others;
7. Litigation by or against the bidder, either pending or threatened, where claim is made that the bidder provided or furnished materially defective workmanship or materials to the City, or failed to substantially comply with bid specifications or contract terms and conditions;
8. Any previous or existing noncompliance by the bidder with laws ordinances of the City relating directly or indirectly to the subject of the contract; and
9. The ability of the bidder to provide future maintenance and service, where essential; and
10. Possession or ability to obtain all necessary City and state licenses either at the time of bid or before doing business with the City, as specified by the contracting agent;
11. A statement by bidder of all subcontractors he will use who may supply ten percent or more of the total contract being awarded, or a willingness to supply such listing of subcontractors at the time of bid award.
12. Whether the bidder is a local vendor, which is defined for purposes of this chapter as an entity or individual that either (1) has physical location within the City limits and is licensed to conduct business by the City or (2) pays business taxes to the City.

B. *Award to other than low bidder.* When the award is not given to the lowest bidder, a statement of the reasons therefor shall be prepared by the department head involved, sent to and approved by the City Manager and City Attorney and filed with the purchasing agent along with any other papers related to the transaction.

C. *Challenge to action of contracting officer.* When a bid protested by someone having standing to do so, or an irregularity is waived by the contracting officer, written notice of such protest or waiver shall be given to each bidder immediately advising the right of any adversely affected person to file a protest with the contracting officer. Such protest must be made in writing within 72 hours after the bid tabulation is made or after receipt of the notice of protest or waiver from the contracting officer. Failure to so file shall constitute a waiver of further challenge. Upon receipt of such challenge, the contract award process must cease until a decision of the hearing board unless the contracting officer sets forth in writing particular facts and circumstances which require continuance of the contact award process without delay in order to avoid an immediate and serious danger to the public health, safety and welfare. An administrative hearing of the protest shall be held within 15 days before a board made up of the contracting officer, the purchasing agent, the City Manager and the City Attorney.

ACCEPTANCE OF BID: No Bidder shall consider himself under contract until a Letter of Acceptance, bearing an authorized signature, and purchase order number is provided by the Purchaser to the Bidder.

12. CORRESPONDANCE

a. Questions and/or clarifications shall be addressed to:

Mr. Daniel Velarde.
ICPE
1145 East South Union Avenue
Midvale, UT 84047

Telephone: (801) 255-1111 Extension:1068
E-mail: Daniel.Velarde@icpeinc.com

Mr. Jared Ross
Hurricane City Power
526 West 600 North
Hurricane City , Utah 84737

Telephone: (435) 669-5262
E-mail: powerjared@hurricane.utah.gov

PROPOSALName of bidder Diamond W Construction LLCDate 12/22/2025

Gentlemen:

The undersigned, in compliance with your invitation for bids for Hurricane City Sky Mountain Substation Masonry Fence and Control Building project, having examined the specifications and related documents and being familiar with all of the conditions affecting the work, do hereby propose to furnish all materials and labor as required in accordance with the Bid documents as prepared by Intermountain Consumer Professional Engineers, Inc., within the time set forth and at the price stated below. This price is to cover all expenses incurred in installing the Sky Mountain Substation Masonry Fence and Control Building required under the Bid documents of which this proposal is a part.

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the Bid documents and that, otherwise, it is the intent of this Proposal that the work will be performed in strict accordance with the Bid documents.

None.

(Attach additional pages as required.)

1. BID UNITS

Description	Quantity	\$/Unit	Extended Price
Mobilization/Demobilization/Bonds/ Insurance	LS		\$34,335.00
Masonry Fence/Gates	LS		\$321,335.00
Control House Foundation F4	1ea		\$71,395.00
Control House - (masonry, roof, HVAC, electrical, interior)	lot		\$374,405.00
TOTAL			\$ 801,470.00

2. PROPOSAL DATA

a. General

- 1) Each Bidder shall submit complete and definitive information on the offering in sufficient detail to permit a complete analysis of the proposal. The requirements stated in the Instructions to Bidders relative to information submittal shall be followed.
- 2) The requirements for information contained in this section are basic requirements. Additional information shall be provided as requested by the Engineer or the Purchaser.

b. Addenda. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this Proposal.

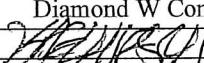
Addenda No.	Date Received
_____	_____
_____	_____
_____	_____
_____	_____

c. Declarations and Signatures

- 1) The undersigned hereby declares that only the persons or firms interested in the proposal as principals are named herein, and that no other persons or firms than herein mention have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a bid or proposal; and that it is in all respects for and in good faith, without collusion or fraud.
- 2) If written notice of the acceptance of this Proposal is delivered to the undersigned within sixty (60) days after the time set for receipt of proposals, or any time thereafter before this Proposal is withdrawn by the Bidder, the Bidder's Proposal, Letter of Acceptance, including issuance of purchase order number, and the specification shall constitute Contract/Agreement. The undersigned shall then commence with requirements of the Contract/Agreement.

Dated at: Hurricane City, Utah this 22nd day of December 20 25

Bidder Diamond W Construction LLC (SEAL)

By 
(Signature) Kael William Hirschi

Title (Printed or Typed) Owner/Member

Complete Business Address of Bidder: 231 w. 300 s. Hurricane, Utah. 84737

Name, Address, email and Telephone
Number of Person to Contact Regarding
this Proposal.

Kael William Hirschi

712 e. 900 s. Apple Valley, Utah. 84737

Telephone: 435-225-1257
email: Diamondwllc34@outlook.com

12/18/2025

To Whom it may concern:

I worked with Richard Hirschi at Dixie Power for nearly 20 years. Richard had several key roles in the construction of Dixie Power's transmission and distribution substations with operating voltages ranging from 12.47 to 138 kV. During a significant period of this time, all aspects of substation construction were performed in house. This included the installation of conduits, ground grids, foundations, steel erection, aluminum bus, breakers, regulators, and power transformers.

In addition to substation construction Richard worked his way up through the organization to the role of an area foreman in the line operations department. He is skilled in the installation of overhead and underground primary and secondary power lines. He worked closely with our contractors to ensure all local codes and Dixie Power installation standards were met throughout our distribution system.

Richard is very hard-working individual. His determination, hard work ethic, and experience will make him a good candidate as a contractor in the electric utility industry.

If you would like any more information, you can reach out to me at 435-705-4460.

Sincerely,

Alan Scott
Dixie Power
Department Head of Operations

Westland Construction

PROPOSAL

Name of bidder Westland Construction

Date 12/23/2025

Gentlemen:

The undersigned, in compliance with your invitation for bids for Hurricane City Sky Mountain Substation Masonry Fence and Control Building project, having examined the specifications and related documents and being familiar with all of the conditions affecting the work, do hereby propose to furnish all materials and labor as required in accordance with the Bid documents as prepared by Intermountain Consumer Professional Engineers, Inc., within the time set forth and at the price stated below. This price is to cover all expenses incurred in installing the Sky Mountain Substation Masonry Fence and Control Building required under the Bid documents of which this proposal is a part.

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the Bid documents and that, otherwise, it is the intent of this Proposal that the work will be performed in strict accordance with the Bid documents.

Cap on wall to be CMU. Concrete to be finished with penetrating sealer, and not epoxy.

We are excluding the battery rack, chair and P&P Bond.

(Attach additional pages as required.)

1. BID UNITS

Description	Quantity	\$/Unit	Extended Price
Mobilization/Demobilization/Bonds/ Insurance	LS	<u>242,874</u>	<u>242,874</u>
Masonry Fence/Gates	LS	<u>146,000</u>	<u>146,000</u>
Control House Foundation F4	1ea	<u>48,000</u>	<u>48,000</u>
Control House - (masonry, roof, HVAC, electrical, interior)	lot	<u>353,309</u>	<u>353,309</u>
TOTAL		<u>790,183</u>	<u>\$ 790,183</u>

2. PROPOSAL DATA

a. General

- 1) Each Bidder shall submit complete and definitive information on the offering in sufficient detail to permit a complete analysis of the proposal. The requirements stated in the Instructions to Bidders relative to information submittal shall be followed.
- 2) The requirements for information contained in this section are basic requirements. Additional information shall be provided as requested by the Engineer or the Purchaser.

b. Addenda. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this Proposal.

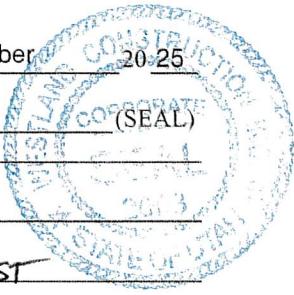
Addenda No.	Date Received
RFI Response	12/2/2025
_____	_____
_____	_____
_____	_____

c. Declarations and Signatures

- 1) The undersigned hereby declares that only the persons or firms interested in the proposal as principals are named herein, and that no other persons or firms than herein mention have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a bid or proposal; and that it is in all respects for and in good faith, without collusion or fraud.
- 2) If written notice of the acceptance of this Proposal is delivered to the undersigned within sixty (60) days after the time set for receipt of proposals, or any time thereafter before this Proposal is withdrawn by the Bidder, the Bidder's Proposal, Letter of Acceptance, including issuance of purchase order number, and the specification shall constitute Contract/Agreement. The undersigned shall then commence with requirements of the Contract/Agreement.

Dated at: _____ this 23rd day of December 20-25

Bidder WESTLAND CONSTRUCTION (SEAL)
By Todd Houghton
(Signature)
(Printed or Typed)
Title VP/ Director ; SOUTHWEST



Complete Business Address of Bidder:

785 E Venture Dr
Saint George, UT 84790

Name, Address, email and Telephone
Number of Person to Contact Regarding
this Proposal.

Cameron Holdaway
choldaway@westlandconstruction.com
435-627-2925

Telephone: _____
email: _____

Activity ID	Activity Name	Original Start	Finish	Duration	2025	2026							
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
SKY MOUNTAIN SUBSTATION													
SUMMARY & MILESTONES													
SMS-1210	Notice To Proceed	153	17-Nov-25	A	15-Jul-26								
SMS-1240	Construction Duration	123	23-Jun-25		15-Jul-26								
SMS-2070	Substantial Completion	0	23-Jan-26		15-Jul-26								
DESIGN & PRECONSTRUCTION													
SMS-1000	Westland Prepare & Submit RFP Response	17	17-Nov-25	A	06-Jan-26								
SMS-1010	Hurricane City Review Proposals & Select Westland Construd	5	24-Dec-25		31-Dec-25								
SMS-1020	Hurricane City Award Project	0	02-Jan-26		05-Jan-26								
SMS-1040	Hurricane City Issue Preconstruction Agreement	2	02-Jan-26		06-Jan-26								
SMS-1050	Preconstruction Agreement Executed	0	06-Jan-26		06-Jan-26								
PRECONSTRUCTION													
SMS-1030	Bidding	8	02-Jan-26		13-Jan-26								
SMS-1070	Negotiate Scopes - Issue & Execute Trade Agreements	8	13-Jan-26		23-Jan-26								
SMS-1050	Trade Contracts Executed	0	23-Jan-26		02-May-26								
PROCUREMENT													
SUBMITTALS - APPROVALS - FABRICATION - DELIVERY													
CONCRETE													
REINFORCING STEEL - REBAR													
MASONRY - STRUCTURAL CING & VENEER													
METALS													
RVC													
ELECTRICAL													
OPENINGS - WINDOWS & DOORS													
FINISH SYSTEMS													
CONSTRUCTION													
SITEWORK													
SMS-1220	Clear & Grub Site	6	26-Jan-26		02-Feb-26								
SMS-1230	Site Survey	3	26-Jan-26		28-Jan-26								
SMS-1590	Rock Mulch	8	15-May-25		27-May-26								
FENCE													
SMS-1460	Excavate Footings	10	12-Feb-26		26-Feb-26								
SMS-1560	Footings	10	26-Feb-26		12-Mar-26								
SMS-1720	Masonry Wall	20	10-Apr-26		08-May-26								
SMS-1860	Wal Cap	5	08-May-26		15-May-26								
STRUCTURE & SUBROUGH													
SMS-1320	Grade Building Pad	52	02-Feb-26		15-Apr-26								
SMS-1440	Excavate Footings	5	02-Feb-26		09-Feb-26								
SMS-1550	Footings	3	09-Feb-26		12-Feb-26								
SMS-1630	Foundation Walls	5	02-Mar-26		09-Mar-26								
SMS-1640	Backfill Foundation Walls	4	09-Mar-26		13-Mar-26								
SMS-1670	Sub-Rough Electrical	2	13-Mar-26		17-Mar-26								
SMS-1680	Slab Prep - Building Slab	5	17-Mar-26		24-Mar-26								
SMS-1690	Building Slabs	3	20-Mar-26		25-Mar-26								
SMS-1700	Structural Masonry Walls	2	25-Mar-26		27-Mar-26								
	Remaining Work												
	Actual Work												
	Critical Remaining Work												
	Milestone												
SKY MOUNTAIN SUBSTATION													
PROJECT PROPOSAL SCHEDULE													
HURRICANE CITY UTAH													
WESTLAND													



SKY MOUNTAIN SUBSTATION
PROJECT PROPOSAL SCHEDULE

Remaining Level of Effort
Actual Level of Effort
Critical Remaining Work
Milestone

Page 1 of 2
15-Dec-25



BIDDER QUALIFICATIONS

Sky Mountain Substation – Hurricane, Utah

December 23, 2025

This letter hereby certifies that the following statements are true and correct.

Westland Construction is regularly engaged in the installation of concrete foundations as specified in this specification.

Westland Construction does not anticipate change in ownership or major policy during the period of the proposed work.

Westland Construction has adequate manpower and material available to do the work properly and expeditiously within the time period specified.

Westland Construction has adequate financial status to meet the financial obligations incident to the work.

Westland Construction has no just or proper claims against us regarding the quality or performance of our work.

Westland Construction has installed concrete foundations for the following projects of comparable size having similar design requirements, each of which has been in successful commercial operation for at least two years.

- Utah First Credit Union – Dino Crossing (Darin Moody)
- Utah First Credit Union – Grapevine (Darin Moody)
- Family Healthcare – Dino Crossing (Lori Wright)
- Liberty Village – Hurricane (Dennis Leavitt)
- Discount Tire – St. George (George Nacsa)
- Discount Tire – Cedar City (George Nacsa)

Name/Title: Todd Houghton/VP Southwest | Director

Signature: 



AIA® Document A310™ – 2010

Bid Bond

(Table deleted)

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Westland Construction, Inc.
1411 West 1250 South Ste 200
Orem, Utah 84058

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300
Jersey City NJ 07311

a corporation duly organized under the laws of the State of NJ as Surety, hereinafter
called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

Hurricane City Power
147 North 870 West
Hurricane, Utah 84737

as Obligee, hereinafter called the Obligee, in the sum of 5% of (\$ Bid), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

Sky Mountain Substation Masonry Fence and Control Building

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the
Principal shall enter into a Contract with the Obligee in accordance with the terms of
such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract
and for the prompt payment of labor and material furnished in the prosecution thereof, or
in the event of the failure of the Principal to enter such Contract and give such bond or
bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by
said bid, then this obligation shall be null and void, otherwise to remain in full force and
effect.

(Paragraphs deleted)

ADDITIONS AND DELETIONS:

The author of this document has
added information needed for its
completion. The author may also
have revised the text of the original
AIA standard form. An *Additions and
Deletions Report* that notes added
information as well as revisions to
the standard form text is available
from the author and should be
reviewed. A vertical line in the left
margin of this document indicates
where the author has added
necessary information and where
the author has added to or deleted
from the original AIA text.

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

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

Init.

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User Notes:

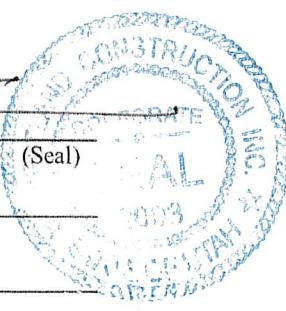
(1329082180)

Signed and sealed this 23rd day of December, 2025


(Witness)


(Witness)

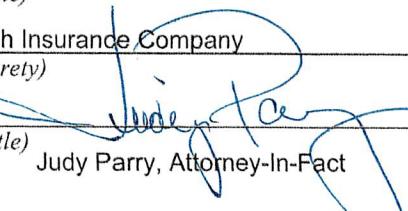
Westland Construction, Inc.
(Principal)



(Seal)

VP/DIRECTOR, SOUTHWEST
(Title)

Arch Insurance Company
(Surety)


(Title) Judy Parry, Attorney-In-Fact

(Seal)

Init.

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User Notes:

2

(1329082180)

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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Colin Chipman, J. Michele Burraston, Judy Parry, Lisa Sorensen, Peggy Deffenbaugh, Philip S. Walter, Richard Morgan and Sherry J. Pace of Salt Lake City, UT (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

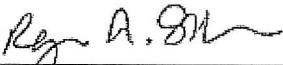
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 10th day of July, 2024.

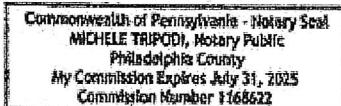
Attested and Certified



Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Arch Insurance Company

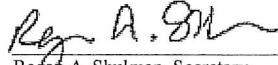


Stephen C. Ruschak, Executive Vice President

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated July 10, 2024** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 23 day of Dec, 20 25.



Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance Company Claims Department

Surety Claims

P.O. Box 542033

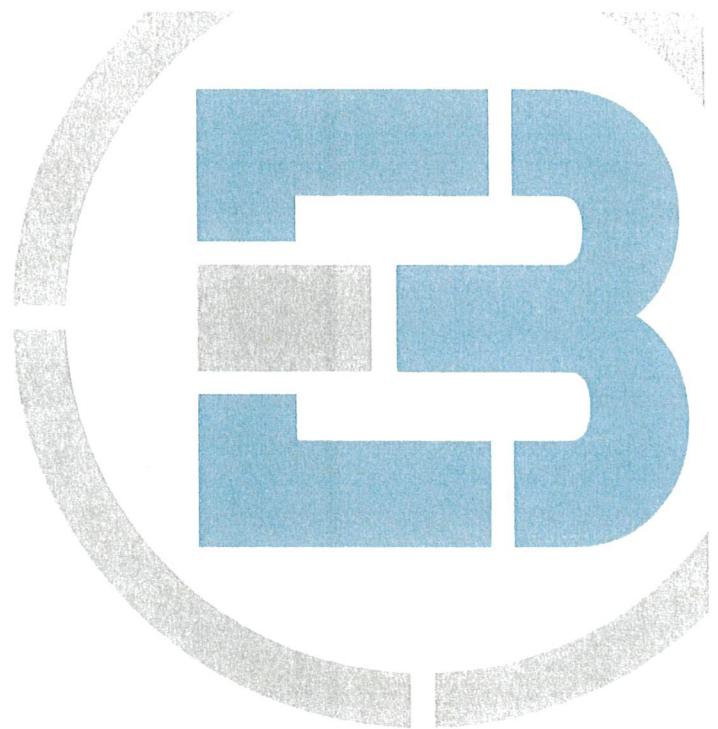
Omaha, NE 68154

suretyclaims@archinsurance.com



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Bodec



Branches

- Price, UT
- St. George, UT
- San Antonio, TX
- Idaho Falls, ID
- Rock Springs, Wy

Sky Mountain Substation Control Building



BODEC

Mailing Address

90 East 1300 South
Price, UT 84501

Contact Us

Office: (435) 613-0700
Fax: (435) 613-0706
Email: info@bodecinc.com
www.bodecinc.com

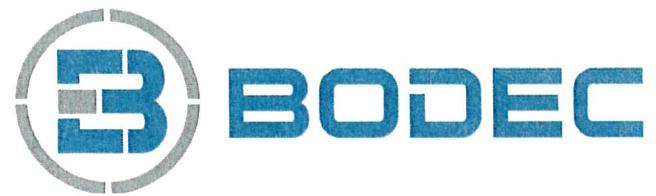


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1.2. Clarifications	P4
1.3. Exclusions	P5



PROPOSAL



12/18/2025

Hurricane City

RE: Sky Mountain Substation Control Building

BODEC, Inc. appreciates the opportunity to provide Hurricane City with our proposal for the Sky Mountain Substation Control Building Project.

1.1 – BASE SCOPE OF WORK

BODEC Scope:

BODEC will furnish and install per plans and specifications:

- Conduit and Conductors inside the Control building.
- 120/24-VAC 200A PANEL AC-1
- 120/24-VAC 200A PANEL AC-2
- 2) A-Lights
- 11) B-Lights
- 4) C-Lights
- Electrical Control Building including:
 - Block wall
 - Foundations
 - Roofing/metal framing
 - Standing seam metal roofing
 - Metal soffit and fascia
 - HVAC and exterior venting per plan
 - Insulation, Drywall & Paint
 - 2) Exterior Doors
 - Diamon Plate Covers for Cable Trough inside Building Only)

Total Base Bid: \$565,828.00

This bid is valid for **14 days** from the date of quote above. Our pricing is based on the following clarifications and exclusions.

1.2 – CLARIFICATIONS

1. BODEC's lump sum price is based on material pricing as of date issued on proposal. Pricing is predicated on immediate release for procurement of material. Due to supply chain issues and price volatility, any material pricing increases beyond 5% of that quoted materials on date of proposal will warrant a change order applied toward material pricing. All such adjustments will be made against the net price plus 15% material mark up.
2. Access with no obstructions to work area by Customer.
3. Secure lay-down, material storage, and parking area by Customer.
4. All material deliveries are subject to material availability, manufacturers' lead times, and submittal approval.
5. All work to be performed during normal daytime working hours. Pricing based upon crews working 40 hours per week on a 4-10 work schedule, Monday - Thursday excluding holidays.
6. Not responsible for schedule delays or liquidated damages due to any cause or occurrence attributable to any other entity or cause including but not limited to equipment malfunction, material deliveries, incorrect device(s), services provided, inclement weather conditions, other contractors, governmental intervention, or any other unforeseen circumstances that delay the installation.
7. Any schedule delay(s) or stand-by-time will be invoiced on a time and material basis (includes labor & equipment).
8. Our pricing, schedule, and labor or manpower are based upon a continuous workflow and does not account for delays or interferences caused by other trades, any material discrepancies, any equipment failures, any installations, and/or any services provided by others. These items are to be readily available, and the work site should be free of interference or obstruction when electrical work begins.
9. If the project site conditions, whether differing, unforeseen, latent, or otherwise, are such to prevent normal installation time and procedures, then the Owner/Customer will be responsible for additional equipment and labor expenses billed at a time and materials rate.
10. Prices do not include tariff(s) or excise tax(es).
11. Any tariff(s) or excise tax(es) assessed to BODEC will be invoiced separately to customer.

1.3 – EXCLUSIONS

1. Temporary power connection, lighting, equipment, or fees/charges.
2. Temporary construction power (Temp Generator for BODEC use only).
3. Utility company service charges.
4. Equipment necessary to unload, transport, and/or store any materials that have not been included in the scope of the bid.
5. Anything not expressly stated or provided for in the bid scope of work shall be deemed excluded unless customarily included as industry standard.
6. Stored materials or spare parts.
7. Concrete Duct Bank if required.
8. The provisioning of any required boring.
9. The furnishing and installation of conduits and conductors outside of the control building.
10. The furnishing and installation of the SST1, SSD-1, SSD-2, SSD-4, SSD-3, SSTS-1.
11. The furnishing and installation of cable vault and associated diamond plate.
12. The furnishing of any required fencing or the gate shown on 037-049-C112.
13. The furnishing and installation of the DC panels.

14. The furnishing and installation of the Battery Rack.
15. The furnishing and installation of RTAC Panel, Annunciator Panel, MIMI Bus Control, T1 Relay Panel, T2 Relay Panel, Line 1 Relay Panel and Line 2 Relay Panel.
16. The provisioning of services to get site foundation to finish grade (grade is assumed to be to the customer's desired level upon start of excavation for the foundation and that digging will be able to commence immediately.)

Thank you again for the opportunity to quote this project. If you have any questions, feel free to contact me (435) 239-4807.

Sincerely,
Avery Heimer

NOTICE TO BIDDERS

NOTICE TO BIDDERS:

Bids will be received by Hurricane City Power for:

Hurricane City
SKY MOUNTAIN SUBSTATION
MASONRY FENCE AND CONTROL BUILDING

The bids will be for furnishing the Sky Mountain Substation Masonry Fence and Control Building. Bids shall be in accordance with the Bid Documents prepared by Intermountain Consumer Professional Engineers, Inc. ("ICPE"), hereinafter referred to as the "Engineer".

A. Sealed (hard copy) proposals are to be clearly labeled "bid for Sky Mountain Substation Masonry Fence and Control Building" and be delivered to:

Attention: Jared Ross/Mike Johns
Hurricane City Power
147 North 870 West
Hurricane, UT 84737

Proposals shall be received before 3:00 pm **on December 23, 2025** Bids will be opened publicly in the presence of one or more witnesses in the Council Chambers. Purchaser shall enter in to only one contract for the services and equipment to be provided under this specification.

A pre-bid "Teams" conference meeting will be held on November 25, 2025, at 2:00 p.m.. Information for the conference meeting shall be obtained from Jared Ross at powerjared@hurricane.utah.gov or via phone at 435-669-5262. The Bidder shall provide e-mail information to facilitate meeting invite notification.

The project schedule is as follows:

Pre-bid "TEAMS" Conference meeting date: November 25, 2025 at 2:00 p.m.

Bid due date: December 23, 2025.

Earliest Start date: January 23, 2026.

All questions regarding the Bid Documents should be addressed to Daniel Velarde with ICPE, and Jared Ross with Hurricane City (addresses as indicated in the "Instruction to Bidders").

Instructions, specifications and proposal blanks will be on file in the office of Intermountain Consumer Professional Engineers, Inc., ("Engineer") 1145 East South Union Avenue, Midvale, UT 84047, where they may be consulted or secured for the purpose of bidding.

INSTRUCTIONS TO BIDDERS

1. SCOPE OF CONTRACT: Bidder shall be fully responsible for all labor, material and equipment necessary for complete installation of the foundations and Control Building as required in the Bid Documents.
2. SECURING AND COMPLIANCE WITH BIDDING DOCUMENTS: Specifications and other bidding documents may be obtained at the time and place indicated on to Notice to Bidders. Bidders shall comply with all conditions stipulated in such bidding documents.
3. INTERPRETATION OF DRAWINGS AND DOCUMENTS:
 - a. If any bidder is in doubt as to the true meaning of any part of the Bid Documents, or finds errors, discrepancies or omissions in them, he shall at once request interpretation or correction from the Engineer.
 - b. The Engineer will promptly clarify the area in question and issue written instructions to all prospective bidders. Verbal instructions or interpretations will have no validity, regardless of source.
 - c. Request for such clarifications must be in the office of the Engineer a minimum of three (3) days prior to bid opening.
4. PREPARING AND SUBMITTING BIDS:
 - a. Bids shall be prepared on the forms as found in this specification.
 - b. Bids will bear no marks, erasures, or writing changes, other than those provided or requested.
 - c. No verbal or telephone bid modifications or cancellations will be considered.
 - d. The bidder guarantees there shall be no revisions or withdrawal of bid amount for a period of 60 days after bid opening.
 - e. Bid shall be signed by a Principal duly authorized to make contracts.
 - f. Bid proposals shall reflect the cost of all work required by the bidding documents, plus additions, deletions, or modifications required by addenda issued prior to bid opening.
 - g. **Sealed Bids** shall be delivered to Jared Ross at Hurricane City Power as stated in the notice to bidders.
 - h. It is the bidder's sole responsibility to see that his bid is received at the proper time and place. Any, bid received after scheduled bid opening will be considered non-responsive.
5. EXCEPTIONS
 - a. Each Bidder shall list in the space provided on the proposal form all exceptions or conflicts between his proposal and the specifications and documents. If more space is required for this listing, additional pages may be added. If the bidder takes no exceptions, he shall write "None" in the space provided. Proposals which do not comply with this requirement will be considered irregular and may be rejected at the discretion of the Purchaser. In case of conflicts not stated as directed, the requirements of the specifications and documents shall govern.
 - b. If the Bidder takes exception, all such exceptions shall be specific in nature and carefully referenced to the applicable page number, article number, and article title of the specifications and documents. If the bidder proposes deletion of specification language and substitution of revised language, such deletion and substitution shall be carefully presented by typing complete paragraphs or articles of the original specification language and incorporating the substitute language. Proposed deletions shall be set off by brackets, thus: [delete this language], and proposed substitute language shall be indicated by underlining, thus: substitute this language. Exceptions which are general, which make reference to the bidder's standard terms and conditions, or which make reference to the bidder's descriptive information as a whole will not be acceptable. Proposals which do not comply with these requirements for the presentation of exceptions will not be acceptable and may be rejected.
 - c. If a proposal includes express or implied exceptions that are not listed as required, the requirements of the specifications and documents shall govern. The bidder shall not alter any part of the specifications and documents in any way, except by stating his exceptions.

6. BID WITHDRAWALS: Prior to the bid opening, Bidders may withdraw a bid by written request or by reclaiming bid envelopes.
7. BID OPENING AND DATE: Bid opening time and date is as per the Notice to Bidders found in this Bid Document.
8. BID PROPOSAL:
 - a. Firm prices shall be quoted.
 - b. The Purchaser reserves the right to waive minor irregularities or minor errors in any proposal if it appears to the Purchaser that such irregularities or errors were made inadvertently. Any such irregularities or errors so waived must be corrected in the Proposal in which they occur prior to the execution of any contract which may be awarded thereon.
 - c. All Bidders will be notified of any changes in the specifications in addendum letters. Receipt of addendum letters must be acknowledged in the bid proposal.
9. BIDDER QUALIFICATIONS: In order for their proposals to be considered, Bidders must, upon request, demonstrate to the satisfaction of the Purchaser that they are qualified to satisfactorily perform the specified work. The Bidder shall submit written evidence of his qualifications to the Purchaser and the Engineer, in duplicate, not less than three (3) days before the date of proposal opening. Such evidence shall include all information necessary to certify that the Bidder:
 - a. Is regularly engaged in the installation of substation concrete foundations as specified in this specification.
 - b. Does not anticipate change in ownership or major policy during the period of the proposed work. If such change is anticipated the scope and effect thereof shall be defined.
 - c. Has adequate manpower and material available to do the work properly and expeditiously within the time period specified.
 - d. Has adequate financial status to meet the financial obligations incident to the work.
 - e. Has no just or proper claims pending against him regarding the quality or performance of his work.
 - f. Has installed concrete foundations for six (6) or more substations of comparable size having similar design requirements, each of which has been in successful commercial operation for at least two years. The evidence shall consist of a selected listing of the substations, indicating for each substation the owner's name location, date of initial operation, and rating. The listing shall be specially prepared for this particular bidding and shall list only those whose substations falling under the above requirements.
10. INTERPRETATION AND ADDENDA
 - a. If any prospective Bidder is in doubt as to the true meaning of any part of the proposed Bid documents, he may submit to the Engineer a written request for an interpretation. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum transmitted to each party receiving a set of such documents. The Purchaser will not be responsible for any other explanations or interpretations of the proposed documents.
 - b. It shall be the Bidder's responsibility to advise the Engineer, before the time specified for receipt of proposals, of conflicting requirements or omissions of information which require clarification. Those questions not resolved by addenda shall be listed in the space provided on the proposal form, together with statements of the basis upon which the proposal is made as affected by each question.
11. AWARD OR REJECTION OF BID: The Purchaser reserves the right to reject any and all bids and to waive any irregularities therein.
 - A. *Considerations.* In awarding to the lowest responsible bidder, the City shall consider, in addition to price:
 1. The quality of supplies offered;

2. The ability, capacity and skill of the bidder to perform the contract of provide the supplies or service required;
3. Whether the bidder can perform the contract of provide the supplies promptly, or within the time specified, without delay or interference;
4. The sufficiency of the bidder's financial resources and the effect thereof on his ability to perform the contract or provide the supplies or services;
5. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
6. The quality of the bidder's performance on previous orders or contracts for the City or others;
7. Litigation by or against the bidder, either pending or threatened, where claim is made that the bidder provided or furnished materially defective workmanship or materials to the City, or failed to substantially comply with bid specifications or contract terms and conditions;
8. Any previous or existing noncompliance by the bidder with laws ordinances of the City relating directly or indirectly to the subject of the contract; and
9. The ability of the bidder to provide future maintenance and service, where essential; and
10. Possession or ability to obtain all necessary City and state licenses either at the time of bid or before doing business with the City, as specified by the contracting agent;
11. A statement by bidder of all subcontractors he will use who may supply ten percent or more of the total contract being awarded, or a willingness to supply such listing of subcontractors at the time of bid award.
12. Whether the bidder is a local vendor, which is defined for purposes of this chapter as an entity or individual that either (1) has physical location within the City limits and is licensed to conduct business by the City or (2) pays business taxes to the City.

B. *Award to other than low bidder.* When the award is not given to the lowest bidder, a statement of the reasons therefor shall be prepared by the department head involved, sent to and approved by the City Manager and City Attorney and filed with the purchasing agent along with any other papers related to the transaction.

C. *Challenge to action of contracting officer.* When a bid protested by someone having standing to do so, or an irregularity is waived by the contracting officer, written notice of such protest or waiver shall be given to each bidder immediately advising the right of any adversely affected person to file a protest with the contracting officer. Such protest must be made in writing within 72 hours after the bid tabulation is made or after receipt of the notice of protest or waiver from the contracting officer. Failure to so file shall constitute a waiver of further challenge. Upon receipt of such challenge, the contract award process must cease until a decision of the hearing board unless the contracting officer sets forth in writing particular facts and circumstances which require continuance of the contact award process without delay in order to avoid an immediate and serious danger to the public health, safety and welfare. An administrative hearing of the protest shall be held within 15 days before a board made up of the contracting officer, the purchasing agent, the City Manager and the City Attorney.

ACCEPTANCE OF BID: No Bidder shall consider himself under contract until a Letter of Acceptance, bearing an authorized signature, and purchase order number is provided by the Purchaser to the Bidder.

12. CORRESPONDANCE

a. Questions and/or clarifications shall be addressed to:

Mr. Daniel Velarde.
ICPE
1145 East South Union Avenue
Midvale, UT 84047

Telephone: (801) 255-1111 Extension:1068
E-mail: Daniel.Velarde@icpeinc.com

Mr. Jared Ross
Hurricane City Power
526 West 600 North
Hurricane City , Utah 84737

Telephone: (435) 669-5262
E-mail: powerjared@hurricane.utah.gov

BODEC

(Bidder's Name)

PROPOSAL

Name of bidder BODEC

Date 12/18/2025

Gentlemen:

The undersigned, in compliance with your invitation for bids for Hurricane City Sky Mountain Substation Masonry Fence and Control Building project, having examined the specifications and related documents and being familiar with all of the conditions affecting the work, do hereby propose to furnish all materials and labor as required in accordance with the Bid documents as prepared by Intermountain Consumer Professional Engineers, Inc., within the time set forth and at the price stated below. This price is to cover all expenses incurred in installing the Sky Mountain Substation Masonry Fence and Control Building required under the Bid documents of which this proposal is a part.

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the Bid documents and that, otherwise, it is the intent of this Proposal that the work will be performed in strict accordance with the Bid documents.

(Attach additional pages as required.)

1. BID UNITS

Description	Quantity	\$/Unit	Extended Price
Mobilization/Demobilization/Bonds/Insurance	LS	\$0.00	\$0.00
Masonry Fence/Gates	LS	\$0.00	\$0.00
Control House Foundation F4	1ea	INCLUDED BELOW	
Control House - (masonry, roof, HVAC, electrical, interior)	lot	\$565,828.00	\$565,828.00
TOTAL			\$ 565,828.00

(Bidder's Name)

PROPOSAL

Name of bidder _____ Date _____

Gentlemen:

The undersigned, in compliance with your invitation for bids for Hurricane City Sky Mountain Substation Masonry Fence and Control Building project, having examined the specifications and related documents and being familiar with all of the conditions affecting the work, do hereby propose to furnish all materials and labor as required in accordance with the Bid documents as prepared by Intermountain Consumer Professional Engineers, Inc., within the time set forth and at the price stated below. This price is to cover all expenses incurred in installing the Sky Mountain Substation Masonry Fence and Control Building required under the Bid documents of which this proposal is a part.

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the Bid documents and that, otherwise, it is the intent of this Proposal that the work will be performed in strict accordance with the Bid documents.

(Attach additional pages as required.)

1. BID UNITS

Description	Quantity	\$/Unit	Extended Price
Mobilization/Demobilization/Bonds/ Insurance	LS	1	\$25,000.00
Masonry Fence/Gates	LS	1	\$245,000.00
Control House Foundation F4	1ea	1	\$30,000.00
Control House - (masonry, roof, HVAC, electrical, interior)	lot	1	\$265,328.00
TOTAL			\$ 565,828.00

2. PROPOSAL DATA

a. General

- 1) Each Bidder shall submit complete and definitive information on the offering in sufficient detail to permit a complete analysis of the proposal. The requirements stated in the Instructions to Bidders relative to information submittal shall be followed.
- 2) The requirements for information contained in this section are basic requirements. Additional information shall be provided as requested by the Engineer or the Purchaser.

b. Addenda. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this Proposal.

Addenda No.	Date Received

c. Declarations and Signatures

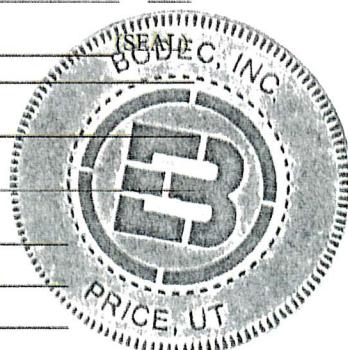
- 1) The undersigned hereby declares that only the persons or firms interested in the proposal as principals are named herein, and that no other persons or firms than herein mention have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a bid or proposal; and that it is in all respects free and in good faith, without collusion or fraud.
- 2) If written notice of the acceptance of this Proposal is delivered to the undersigned within sixty (60) days after the time set for receipt of proposals, or any time thereafter before this Proposal is withdrawn by the Bidder, the Bidder's Proposal, Letter of Acceptance, including issuance of purchase order number, and the specification shall constitute Contract/Agreement. The undersigned shall then commence with requirements of the Contract/Agreement.

Dated at: St. George, UT this 17th day of December 2025

Bidder: BODEC, Inc.
 By: AM
 (Signature)
Anta M. Bruno
 (Printed or Typed)
 Title: Vice President of BODEC, Inc.

Complete Business Address of Bidder: 90 East 1300 South

Price, UT 84501



Name, Address, email and Telephone
 Number of Person to Contact Regarding
 this Proposal.

Will Gleave
90 East 1300 South
Price, UT 84501

Telephone: 435-820-0615
 email: wgleave@bodecinc.com