

Mayor
TERRY WILLIS

City Attorney
ERIC JOHNSON

City Recorder
JACI ADAMS

City Treasurer
BILLIE HEILESEN

Finance Director
LISA RICHENS



185 East Main - P.O. BOX 893 - PRICE, UT 84501
PHONE (435) 637-5010 - Fax (435) 637-7263
www.pricecityutah.com

PRICE CITY COUNCIL

City Council

LAYNE MILLER

TANNER RICHARDSON

RICHARD ROOT

RUSSELL SEELEY

TINA URBANIK

PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 05:30 PM on 08/26/2026. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1.PLEDGE OF ALLEGIANCE

2.ROLL CALL

3.SAFETY SECONDS Councilmember Miller

4.GENERAL BUSINESS/DISCUSSION

- a. SEPTEMBER SUICIDE PREVENTION AND AWARENESS MONTH PROCLAMATION.
Consideration and possible approval for Mayor Willis to proclaim September as Suicide Prevention and Awareness Month in Price City. Amanda McIntosh, Suicide Prevention Liaison will be in attendance to discuss the agenda item.
- b. PROJECT 9C-2025 SPRING WATER TRANSMISSION LINE PROJECT CONTRACT.
Consideration and possible approval of a contract with Condie Construction Company for Project 9C-2025 Segments A & B for \$3,753,010.00.
- c. ROSE PARK IMPROVEMENTS PROJECT: FENCING. Consideration and possible approval to award the fencing portion of the project to Southeast Fencing for \$17,472.40. Only one bid was received. Bid amount is within the project budget.

5.CONSENT AGENDA

- a. MINUTES for 08-12-2026 City Council Workshop and City Council.
- b. EWP NRCS FLOOD PROJECT TIME EXTENSION AND FUNDING REQUEST - Ratification of a letter to the Natural Resources Conservation Service (NRCS) requesting a time extension and a funding increase for the City's Emergency Watershed Protection (EWP) project, extending the project completion date to July 5, 2027 and requesting \$70,721.28 in Technical Assistance Funding.
- c. SELECTIVE SALARY ADJUSTMENT. Consideration and possible approval of a Selective Salary

Adjustment for Elaine Allred.

- d. CAREER LADDER PROMOTIONS. Consideration and possible approval of career ladder promotions for (1) Fermin Guterrez, from Facilities Technician III, Grade 10 to Facilities Technician IV, Grade 12 and (2) Derek Richardson from Facilities Technician III, Grade 10 to Facilities Technician IV, Grade 12.
- e. BUSINESS LICENSES. Yee Haw Landscaping at 375 N 4th Ave. for Dino Lucero.

6.PUBLIC COMMENTS (LIMITED TO TWO MINUTES PER PERSON/NO ACTION TAKEN ON DISCUSSED ITEMS)

7.UNFINISHED BUSINESS

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should contact the City Records Office at 185 E. Main Price, Utah, telephone 435-636-3183 at least 24 hours prior to the meeting.

SEPTEMBER SUICIDE PREVENTION AND AWARENESS MONTH...

Proclamation

A PROCLAMATION BY THE MAYOR AND CITY COUNCIL OF PRICE CITY, UTAH PROCLAIMING
SEPTEMBER 2026 TO BE

SUICIDE PREVENTION AND AWARENESS MONTH

WHEREAS, the state of Utah has consistently been in the top states for suicide deaths since 2012 (currently 11th in the nation versus 2025 reporting of 7th); and

WHEREAS Carbon, Emery, and Grand Counties often lead the state of Utah in suicide deaths per capita; and

WHEREAS people who lose their loved one to suicide are at a 30% higher risk of ending their lives by suicide as a learned coping mechanism and learned behavior; and

WHEREAS the risk of suicide can be reduced through awareness, proper evidence-based training including safe messaging, educational resources, and treatment; and

WHEREAS, according to the American Foundation for Suicide Prevention's statistics, suicide is the **first** leading cause of death amongst Utahans ages 15-24 (*second in 2025*), the **second** leading cause of death amongst ages 25-34 (no change,) **second** for ages 35-44 (no change,) **fourth** for ages 45-54 (no change,) **sixth** for ages 55-64, which has the highest rate of suicide (*fourth in 2025*), and **seventeenth** for ages 65 and older (*eighteenth in 2025*;) and

WHEREAS suicide has a ripple effect that affects everyone, suicide is everyone's business, talking about suicide does **NOT** plant the idea of self-harm, and suicide is one of the most preventable deaths that can be eradicated by: 1. learning the warning signs of depression and suicidal ideation, 2. knowing how and when to ask about one's suicidal thoughts, 3. being aware of life-saving measures such as safe storage of firearms and medications, and 4. familiarizing ourselves with the resources available locally such as Four Corners Community Behavioral Health, state-wide such as Live On Utah, and nationwide such as calling or texting 988 - the Suicide and Crisis Lifeline;

NOW, THEREFORE, I, Price City Mayor Terry Willis, on this ____ day of August 2026, do hereby proclaim September 2026 to be

SUICIDE PREVENTION AND AWARENESS MONTH

in the City of Price and encourage all residents of Price City to recognize how serious suicide is and the steps each of us can take to protect those around us from this preventable tragedy; one with devastating generational and community-wide effects.

Terry Willis, Mayor

ATTEST:

Jaci Adams, City Recorder

Southeast Utah Hope Walk Price, Utah

DATE
September 12, 2026

LOCATION
Price City Gardens

TIME
9:00 AM

Honoring every life lost. Funding research. Building hope.

ABOUT THE WALK

The Southeast Utah Hope Walk is one of the most powerful ways to show those affected by suicide that they are not alone. Every step you take raises funds for AFSP's vital suicide prevention programs and brings our community closer together.

THREE WAYS TO MAKE AN IMPACT:



Walk With Us

Register as a participant or build a team. Set a fundraising goal, invite friends and coworkers, and walk together in honor or memory of someone you love.



Sponsor

Invest in mental health awareness in your community. Sponsoring puts your brand in front of hundreds of attendees while making a real impact.



In-Kind Donation

In-kind donations — like water, snacks, supplies, or services — help make the day possible and are deeply appreciated. Every contribution counts toward a stronger community.



Register, donate, and learn more at
afsp.org/price

Suicide Data: Utah

Suicide Death Rates in Utah Exceeds the National Rate

	Number of Deaths by Suicide	Rate per 100,000 Population*	State Rank**
Utah	665	19.5	11
Nationally	48,824	13.7	

*Rate is age-adjusted to account for differences in age distributions.
**Lower numbered ranks indicate higher suicide death rates. For example: 1= highest rate

Suicide: Leading Cause of Death by Age Group

Age Group (in years)	Crude Death Rate (per 100,000 total population)	Rank (suicide as leading cause of death)
15-24	17.3	1
25-34	24.6	2
35-44	28.1	2
45-54	25.9	4
55-64	30.1	6
65 and older	21.9	17

In Utah suicide is the 8th leading cause of death overall.

Adults ages 55-64 years have the highest rate of suicide.

Suicide is a leading cause of death in the U.S.

AFSP empowers communities with research, education, and advocacy to take action on this important public health issue.

In Utah:



- **83%** of firearm-related deaths were suicides
- **57%** of all suicides were by firearm



49% of communities experienced a mental health provider shortage in 2025, according to federal guidelines.

[Health Resources and Services Administration](#)



988 Suicide and Crisis Lifeline

The 988 Lifeline is a free, confidential, 24/7 caring connection to a national network of state and local crisis contact centers and services.

In 2025, the state's 988 contact centers received 63,427 calls – a **44% increase** over 2024.

88% of calls were answered in-state

[State-based Monthly Reports – 988 Lifeline](#)

Last updated April 2026. Unless otherwise noted, this factsheet reports 2024 data [from CDC](#), the most recent verified data available at the time of publication.

SEPTEMBER 10th WORLD SUICIDE PREVENTION DAY

♡ *Hope is real.* ♡ *You are not alone.* ♡

Please join us as we honor our
loved ones lost to suicide.

We remember them.
We celebrate their life.
We bring *Hope*; together.

An evening of remembrance, connection, and hope.



THURSDAY
SEPTEMBER 10, 2026



7:00 PM –
8:30 PM



A candle will be
provided for
each attendee

CANDLELIGHT VIGILS HELD SIMULTANEOUSLY IN

Price Utah

Peace Gardens
159 E. Main St.
Price, Utah 84501

HUNTINGTON CITY



Huntington City Park
1-99 E. Center St.
Huntington, Utah 84528

THE CITY OF
MOAB

Swanny Park
400 N. 100 W.
Moab, Utah 84532

Everyone is welcome. Together, we remind one
another that Hope is always worth sharing.



**C.A.R.E.
COALITION**



Building Connections to Strengthen Community



**GREAT
COALITION**

Grand County Resource Education Achieved Together

**HOPE
SQUAD**
of Carbon, Emery, and Grand Counties



Together, we can make a difference.



AGREEMENT

THIS AGREEMENT, made this 17TH day of AUGUST, 20 26, by and between Price City, hereinafter called "OWNER" and Condie Construction Company doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Price City Spring Water Transmission Line Project #9C-2025 Segment 'A' & Segment 'B'

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 240 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 3,753,010.00, or as shown in the BID SCHEDULE.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement For BIDS
- (B) Information For BIDDERS
- (C) BID
- (D) BID BOND
- (E) Agreement
- (F) General Conditions
- (G) SUPPLEMENTAL GENERAL CONDITIONS
- (H) Payment BOND
- (I) Performance BOND
- (J) NOTICE OF AWARD

- (K) NOTICE TO PROCEED
- (L) CHANGE ORDER
- (M) SEGMENT 'A' DRAWINGS prepared by Johansen & Tuttle Engineering, Inc. numbered GI-000, GI-001, GI-002, GI-003, PP-001-S TO PP-006-S, PP-001 TO PP-010, CS-301 TO CS-303, CD-501 TO CD-505 dated 2025
- (N) SEGMENT 'A' ELECTRICAL DRAWINGS prepared by Advanced Engineering and Environmental Services numbered E-001, E-101 to E-105 and E-501.
- (O) SEGMENT 'B' DRAWINGS prepared by Johansen & Tuttle Engineering, Inc. numbered GI-000, GI-001, GI-002, GI-003, PP-001 TO PP-029, PP001-R To PP-009-R, CS-301 TO CS-312, CD-501 and CD-502 dated 2025
- (P) SEGMENT 'A' SPECIFICATIONS prepared or issued by Johansen & Tuttle Engineering, Inc. , and dated 2025.
- (Q) SEGMENT 'B' SPECIFICATIONS prepared or issued by Johansen & Tuttle Engineering, Inc. , and dated 2025.
- (R) ADDENDA:
No. 1 , dated July 28 , 20 26 .
No. _____ , dated _____ , 20 _____ .

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (3) each of which shall be deemed an original on the date above written.

OWNER:

Price City
BY _____
NAME _____
(Please Type)
TITLE _____ Mayor _____
ATTEST: _____

CONTRACTOR:

CONDIE CONSTRUCTION Co., LLC
BY _____
NAME _____ McKell CONDIE _____
(Please Type)
TITLE _____ CEO / PRESIDENT _____
ATTEST: _____
EIN _____ 87-0485971 _____

NOTICE OF AWARD

TO: Condie Construction Company

53 North 1650 West

Springville, Utah 84663

PROJECT Description: Price City Spring Water Transmission Line Project #9C-2025-Segment 'A' & Segment 'B'

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated June 24, 20 26 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 3,753,010.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 12th day of August, 20 26.

Price City
Owner
By Serry W. [Signature]
Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

by CONDIE CONSTRUCTION CO., LLC

this the 17th day of August, 20 26

By [Signature]

Title CEO / PRESIDENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/10/2026

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 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 Banasky, an Alera Insurance Agency, LLC 913 W Baxter Drive South Jordan UT 84095	CONTACT NAME: Kristi Lawson PHONE (A/C, No, Ext): (801) 748-1009 E-MAIL ADDRESS: kristi@banasky.com FAX (A/C, No): (801) 748-0782														
INSURED Condie Construction Co., LLC; DBA: Condie Construction Company; Sawtooth Directional Drilling 53 N 1650 West Springville UT 84663	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Arch Insurance Company</td><td>11150</td></tr><tr><td>INSURER B: The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C: Hanover Insurance Company</td><td>22292</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Arch Insurance Company	11150	INSURER B: The Continental Insurance Company	35289	INSURER C: Hanover Insurance Company	22292	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 2026*2027**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		ZAGLB1851203	7/1/2026	7/1/2027	<table><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td>Employee Benefits</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000	Employee Benefits	\$ 1,000,000		
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A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ Comp \$1,000 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ☒ Coll \$1,000			ZACAT1845903	7/1/2026	7/1/2027	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Uninsured motorist combined single</td><td>\$ 1,000,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Uninsured motorist combined single	\$ 1,000,000						
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B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7017691463	7/1/2026	7/1/2027	<table><tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$										
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	\$																						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	ZAWCI1814703	7/1/2026	7/1/2027	<table><tr><td>☒ PER STATUTE</td><td></td><td>OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td></td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td></td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td></td><td>1,000,000</td></tr></table>	☒ PER STATUTE		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
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E.L. DISEASE - EA EMPLOYEE	\$		1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$		1,000,000																				
C	Leased and Rented Equipment			RH4 J133423 05	7/1/2026	7/1/2027	<table><tr><td>Limit</td><td>\$500,000</td></tr><tr><td>Deductible</td><td>\$5,000</td></tr></table>	Limit	\$500,000	Deductible	\$5,000												
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Price Waterline project.

Price City and Johnsen & Tuttle Engineering Inc. are Additional Insureds as required by written contract per Endorsement form.

CERTIFICATE HOLDER

jt@etv.net

Johnsen & Tuttle Engineering Inc.
P.O. Box 487
Castle Dale, UT 84513**CANCELLATION**

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

Kristi Lawson/KRISTI

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – RESIDENTIAL CONSTRUCTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** Under **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**, Paragraph **2. Exclusions** and **Section I – Coverages – Coverage B – Personal and Advertising Injury Liability**, Paragraph **2. Exclusions**, the following exclusion is added:

This insurance does not apply to:

Residential Construction

- 1.** “Bodily injury”, “property damage”, or “personal and advertising injury” that in any way, in whole or in part, arises out of, relates to or results from the prior, current or future development, construction, repair, rehabilitation, maintenance or improvement of a “residential dwelling”.
- 2.** “Bodily injury”, “property damage” or “personal and advertising injury” arising out of your construction operations on a “residential dwelling” whether ongoing operations or operations included within the “products-completed operation hazard”.
- 3.** Any claim, suit, demand or loss that alleges “bodily injury”, “property damage” or “personal and advertising injury” arising out of a “mixed-use dwelling”, regardless if the “bodily injury”, “property damage” or “personal and advertising injury” partially or exclusively arises out of the commercial or industrial space of the “mixed-use dwelling”.
- 4.** “Bodily injury”, “property damage”, or “personal and advertising injury” arising out of, or related to, any construction operations on, at or incidental to any building, structure, development or project that is converted to or from a “residential dwelling” regardless if such conversion took place prior to or after the inception of this policy. This paragraph applies regardless of whether the insured has knowledge of or performs such conversion.

- B.** The following definitions are added to the **Definitions** section:

- 1.** “Apartments” are a building or series of buildings and any appurtenances owned by one person or organization with individual living units that are held for rental or lease to the general public.
- 2.** “Condominiums” are a building or series of buildings and any appurtenances where the living units are individually owned by separate persons or organizations. All “condominium” buildings and individual units are considered “condominiums”, regardless of whether one or more of the individual units are held for rental or lease to the general public.
- 3.** “Mixed-use dwelling” means any form of building, structure, development or project that contains both commercial or industrial space and some form of building, structure, development or project that includes “residential dwelling”. “Mixed-use dwelling” does not include any building, structure, development or project that solely and exclusively contains commercial or industrial space.

4. "Residential dwelling" includes, but is not limited to, homes, cooperatives, townhomes, lofts, "condominiums", and time-shares and any appurtenant common areas, structures or grounds.

However, a "residential dwelling" does not include:

a. Any:

- (1) "Apartments";
- (2) Hotels or motels;
- (3) Student housing;
- (4) Dormitories;
- (5) Residence halls;
- (6) Senior living continuing care centers; or
- (7) Prisons;

unless they are converted to a "condominium", loft, cooperative or similar type of property sold to others at any time; or

b. Utility easements, public rights of way and public streets or roads.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZAGLB1851205

Named Insured: CONDIE CONSTRUCTION CO., INC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 7/1/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any architect, engineer or surveyor engaged by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In connection with your premises; or
2. In the performance of your ongoing operations.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE.	ALL LOCATIONS PER WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):

ANY PREMISES WHERE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE.

Name Of Person(s) Or Organization(s) (Additional Insured):

ANY PERSON OR ORGANIZATION WHERE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE.

Additional Premium: INCL.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT
ON FILE.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Land (Part Leased To You)
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE.	ALL PREMISES WHERE REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land;

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT
ON FILE.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT
ON FILE.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Additional Insured Engineer(s), Architect(s) Or Surveyor(s) Not Engaged By The Named Insured:

ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT
ON FILE.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE.	ALL LOCATIONS PER WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONTROLLED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location(s) Of Operation(s):
ALL PROJECTS AND LOCATIONS WHERE THE INSURED IS PERFORMING WORK THAT IS SUBJECT TO A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM WHETHER PROVIDED BY THE OWNER, PRIME CONTRACTOR OR PROJECT MANAGER.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to "bodily injury" or "property damage":

1. Arising out of your ongoing operations; or
2. Included in the "products-completed operations hazard";

at the location(s) described in the Schedule of this endorsement, but only if you are enrolled in a "controlled (wrap-up) insurance program" with respect to the "bodily injury" or "property damage" described in Paragraphs **A.1.** and **A.2.** above at such location(s).

This exclusion applies whether or not the "controlled (wrap-up) insurance program":

- a. Provides coverage identical to that provided by this Coverage Part;

- b. Has limits adequate to cover all claims; or
- c. Remains in effect.

B. The following definition is added to the Definitions section:

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C. The following definition is added to the Definitions Section:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:
1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
 2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
- B.** The following definition is added to the **Definitions** Section:
- "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:
1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
 2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
 3. A reinforced or unreinforced base coat;
 4. A finish coat providing surface texture to which color may be added; and
 5. Any flashing, caulking or sealant used with the system for any purpose.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Condie Construction Co., LLC

(Name of Contractor)

53 North 1650 West Springville, Utah 84663

(Address of Contractor)

a Utah Corporation, hereinafter called Principal,

(Corporation, Partnership, or Individual)

and Employers Mutual Casualty Company

(Name of Surety)

Employers Mutual Casualty Company

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

Price Municipal Corporation (Price City)

(Name of Owner)

432 West 600 South Price, Utah 84501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Three Million Seven Hundred Fifty Three Thousand Ten Dollars and no/100 Dollars, \$ (3,753,010.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 17th day of August 20 26, a copy of which is hereto attached and made a part hereof for the construction of:

Price City Spring Water Transmission Line Project #9C-2025 Segment "A" & Segment "B"

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in One (1) counterparts, each one of which
(Number)

shall be deemed an original, this the 18th day of August 20 26.

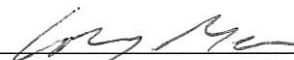
ATTEST:

Condie Construction Co., LLC

Principal


(Principal) Secretary

(SEAL)

By  (s)

53 North 1650 West

(Address)

Springville, Utah 84663


Witness as to Principal

53 North 1650 West

(Address)

Springville, Utah 84663

Employers Mutual Casualty Company

Surety

ATTEST:


Witness as to Surety

By  (s)
Attorney-in-Fact

9980 So. 300 W., Suite 120

(Address)

9980 So. 300 W., Suite 120

(Address)

Sandy, Utah 84070

Sandy, Utah 84070

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Condie Construction Co., LLC

(Name of Contractor)

53 North 1650 West Springville, Utah 84663

(Address of Contractor)

a Utah Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Employers Mutual Casualty Company

(Name of Surety)

P.O. Box 712 Des Moines, Iowa 50306-0712

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

Price Municipal Corporation (Price City)

(Name of Owner)

432 West 600 South Price, Utah 84501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Three Million Seven Hundred Fifty Three Thousand Ten Dollars and no/100 Dollars, \$ (3,753,010.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 17th day of August, 2026, a copy of which is hereto attached and made a part hereof for the construction of: Price City Spring Water Transmission Line Project #9C-2025 Segment "A" & Segment "B"

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be

performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in One (1) _____ counterparts, each
(Number)
one of which shall be deemed an original, this the 18th _____ day of August 20 26 .

ATTEST:

Condie Construction Co., LLC
Principal

(Principal) Secretary

By _____ (s)

(SEAL) _____
(Witness as to Principal)

53 North 1650 West
(Address)

53 North 1650 West
(Address)

Springville, Utah 84663

Springville, Utah 84663

Employers Mutual Casualty Company
Surety

ATTEST:

(Surety) Secretary

(SEAL) _____
(Witness as to Surety)

By _____
Attorney-in-Fact

9980 So. 300 W., Suite 120
(Address)

9980 So. 300 W., Suite 120
(Address)

Sandy, Utah 84070

Sandy, Utah 84070

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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

**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT
KNOW ALL MEN BY THESE PRESENTS, that:**

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Stephanie Garahana

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:
Number Condle Construction Co., LLC

S063837

Obligee:
Price Municipal Corporation

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

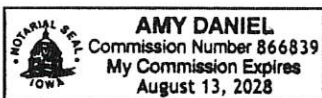
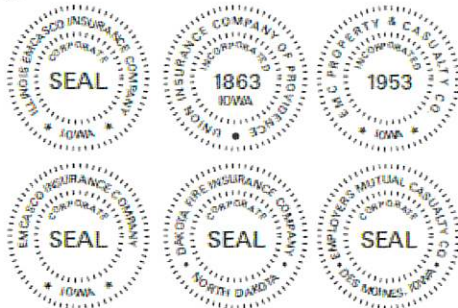
AUTHORITY FOR POWER OF ATTORNEY

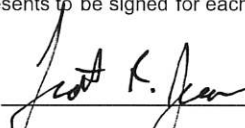
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

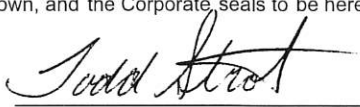
IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals





Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6



Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

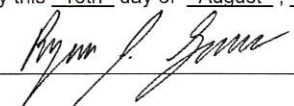
My Commission Expires August 13, 2028.



Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025 are true and correct and are still in full force and effect. In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18th day of August, 2026.



Vice President

Bid Opening

#15C-2026 Price City Rose Park Fence

August 17th, 2026 2:00 PM

Time closed bids **2:00**

Time opened bids 2:00

Time end opening 2:01

Contractor/Bidder

Bid Amount

South East Queensland

\$17,472.40

Date: August 17th, 2026

[illegible]



BID PACKAGE

#15C- 2026 Rose Park Upgrades 2026 Fence

Price Municipal Corporation
432 West 600 South
Price, Utah 84501

John Boyd
Johnb@priceutah.gov

**ADVERTISEMENT FOR BIDS
PRICE MUNICIPAL CORPORATION**

Sealed Bids for Rose Park Upgrades 2026 Fence will be received by Price City (Owner) in the hands of the Public Works Receptionist, Public Works Complex Dome A, located at 432 West 600 South, Price, Utah 84501 until **August 17th, 2026 at 2:00 PM**. The principal items of work include installation of approximately 320 linear feet by 6 feet high silver galvanized fencing and a 16-foot double swing gate.

Bids will be opened and read aloud in the Price City Public Works Complex on **August 17th, 2026 at 2:00 PM**. **Prepare all your Bid documents and seal them in an envelope. The front of the envelope must be labeled with the following "Rose Park Upgrades 2026 Fence #15C-2026". The bidder must include the bid instructions document when submitting their bid (staple all sheets together).** Send quotation by US Mail or hand delivered to the Public Works Receptionist. Do not send by Facsimile, Fed Ex, UPS or similar freight service.

Prospective Bidders may obtain copies of the Contract Documents at the following location: Price City Public Works Complex, 432 West 600 South, Price, Utah 84501, (435) 637-5010.

*Advertised August 5th and 12th, 2026
ETV Newspaper
Price City Website*

BID FORM

ARTICLE 1 - BID RECIPIENT

1.01 Bids are to be received at the Price City Public Works Complex at 432 West 600 South, Price, UT 84501

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

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

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

ARTICLE 3 - BIDDER REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum Number	Addendum Date
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Hazardous Environmental Conditions that have been identified in General Conditions SC-4.06
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect

#15C- 2026 Rose Park Upgrades 2026 Fence
THIS PAGE MUST BE INCLUDED WITH YOUR BID

of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents to be employed by Bidder and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- I. Bidder has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by Owner is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the State of Utah not later than the date of its execution of the Agreement.

ARTICLE 4 - FURTHER REPRESENTATIONS

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

Item #	Item	Unit	Quantity	Unit Price	Total Estimated Price
1	6-foot, #9 gauge, 2-inch diamond, silver galvanized Chain Link Fence	LF	320	\$9.57	\$3062.40
2	4-inch x 10-feet 40wt galvanized poles with caps set at a depth of 3-feet in concrete	EA	2	\$277	\$554
3	3-inch x 8-feet 40wt galvanized poles with caps set at a depth of 2-feet in concrete and Truss Rods	EA	3	\$324	\$972
4	2 3/8-inch x 8-feet 40wt galvanized poles with caps set at a depth of 2-feet in concrete 8-foot spacing	EA	35	\$93	\$3255
5	2-inch, 40wt galvanized rails	EA	78	\$65	\$5070
6	16-foot x 6-foot, #9 Gauge, 2-inch diamond silver galvanized Double Swing Gate, lockable	EA	1	\$3190	\$3190
7	Galvanized Tension Bands, Bars, bolts, caps and Fence Ties	LS	NA	\$1369	\$1369
Total Base Bid					\$17,472.40

5.01 Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents

5.02 Price City reserves the right to award or reject individual schedules and to increase or decrease quantities as needed to meet budget restrictions.

5.03 All products will be applied as specified by the APWA 2026 Standard Specification, ASTM, attached, and the Detail Specifications Area in this package.

5.04 Bidder accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the Contract Times.

5.05 Fence location is shown on attached plans in this bid package.

ARTICLE 6 – WORKING DAYS AVAILABLE

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with calendar days as listed.

Fence completion shall be by September 12th, 2026, as specified in the Agreement

6.02 Bidder agrees that **NO WORK** or any part of the Schedule Items will happen on the following Dates:

There are NO dates that work cannot performed

6.04 Bidder will note the start date for the WORK below.

Project	Bidder Start date	Contract Time (Calendar Days)
15C-2026	September ^{August} 28 th , 2026	15 Days

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid

A. There is NO Bid Security for this project.

ARTICLE 8 - DEFINE TERMS

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

ARTICLE 9 – BID SUBMITTAL

If Bidder is:

A Corporation

By _____
(CORPORATION NAME)

(STATE OF INCORPORATION)

By _____
(PLEASE PRINT OR TYPE NAME OF PERSON AUTHORIZED TO SIGN)

(TITLE)

(Corporate Seal)

Attest _____
(SECRETARY)

Business address _____

Phone Number _____ Email _____

An Individual

By _____ (SEAL)
(PLEASE PRINT OR TYPE INDIVIDUAL'S NAME UNDER SIGNATURE)

doing business as _____

Business address _____

Phone Number _____ Email _____

A Partnership

By SOUTHEAST FENCING (SEAL)
(FIRMS NAME)

RICK O'HEARON
(PRINT OR TYPE GENERAL PARTNER'S NAME UNDER SIGNATURE)

Business address 722 W 700 N

PRICE, UT 84501

Phone Number 435 820-9568 Email LOWIE@EMERYTELCOM.NET

A Joint Venture

By _____
(PLEASE PRINT OR TYPE NAME AND TITLE BELOW SIGNATURE)

(ADDRESS)

By _____
(PLEASE PRINT OR TYPE NAME AND TITLE BELOW SIGNATURE)

(ADDRESS)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)



#15C- 2026 Rose Park Upgrades 2026 Fence
THIS PAGE MUST BE INCLUDED WITH YOUR BID

NOTICE OF AWARD

TO: *Southeast Fencing*
722 West 700 North
Price, Utah 84501

Project Description: *Price City Rose Park Upgrades Fence*
Project Number: *#15C-2026*

The Owner has considered the Bid submitted by you for the above-described **320 feet of 6-foot Fence** in response to its Advertisement for Bids.

You are hereby notified that your Bid has been accepted for items in the amount of:

\$17,472.40

If you fail to begin the work or install the **Fence** within **15** calendar days the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner within 10 calendar days.

Dated this ***August 27th, 2026***

OWNER: Price Municipal Corporation

SIGNATURE: _____
(Public Works Director)

ACCEPTANCE OF NOTICE*

Receipt of the above Notice of Award is hereby acknowledged by _____ this the _____ day of _____.

SIGNATURE:

TITLE:

*Return Acceptance Of Notice To Price City.

AGREEMENT

Price City – Price City Rose Park Upgrades Fence

#15C-2026

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: *Southeast Fencing*
- B. Address: *722 West 700 North Price, Utah 84501*
- C. Telephone Number: *(435) 820-9568*

1.2 OWNER

- A. The name of the OWNER is Price Municipal DBA Price City

1.3 CONSTRUCTION CONTRACT

- A. The CONTRACTOR will commence and complete the construction of:

Project: Price City Rose Park Upgrades Fence

- B. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

320-feet of 6-foot chain link fencing, gates and poles.

1.4 OWNER

- A. The OWNER'S representative and agent for this Construction Contract who has the rights, authority and duties assigned to the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- A. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
- B. The Schedules of Prices awarded from the Bid Schedule are as follows.

Item #	Item	Unit	Quantity	Unit Price	Total Estimated Price
1	6-foot, #9 gauge, 2-inch diamond, silver galvanized Chain Link Fence	LF	320	\$9.57	\$3,062.40
2	4-inch x 10-feet 40wt galvanized poles with caps set at a depth of 3-feet in concrete	EA	2	\$277.00	\$554.00
3	3-inch x 8-feet 40wt galvanized poles with caps set at a depth of 2-feet in concrete and Truss Rods	EA	3	\$324.00	\$972.00
4	2 3/8-inch x 8-feet 40wt galvanized poles with caps set at a depth of 2-feet in concrete 8-foot spacing	EA	35	\$93.00	\$3,255.00
5	2-inch, 40wt galvanized rails	EA	78	\$65.00	\$5,070.00
6	16-foot x 6-foot, #9 Gauge, 2-inch diamond silver galvanized Double Swing Gate, lockable	EA	1	\$3,190.00	\$3,190.00
7	Galvanized Tension Bands, Bars, bolts, caps and Fence Ties	LS	NA	\$1,369.00	\$1,369.00
Total Base Bid					\$17,472.40

C. An Agreement Supplement is not attached to this Agreement.

D. Based upon the above awarded schedules the Contract Price awarded is:

\$17,472.40

2.2 CONTRACT TIME

A. The Work will be completed within **15** calendar days. All WORK will be completed by **August 27, 2026**

2.3 LIQUIDATED DAMAGES

A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. Late Contract Time Completion:

Five Hundred dollars and Zero cents (\$ 500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

2. Interruption of Public Services:

No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER'S prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon

OWNER'S right to recover the full amount of such damages. Five Hundred dollars and Zero cents (\$500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the OWNER'S prior written authorization.

- B. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

2.4 PAYMENT

- A. CONTRACTOR shall submit to the OWNER Applications for Payment. Applications for Payment will be processed by the OWNER. (See Attached Application for Payment).
- B. Progress Payments shall not be processed more than once a month. CONTRACTOR shall submit to the OWNER a signed Application for Payment which accurately reflects the Work completed as of the date of the Application and which is accompanied by such supporting documentation.
- C. The retainage of five percent (5%) will be withheld from each partial payment. All retainage will be made part of the final payment upon completion of the project which shall include the corticate of occupancy (COI).

2.5 CONTRACT DOCUMENTS

- A. The following documents list are the complete Bid Package:

ADVERTISEMENT

BID PACKAGE

MEASUREMENT AND PAYMENTS

GENERAL CONDITIONS

DETAIL SPECIFICATIONS

FORMS (REFERENCE ONLY)

- B. Other Documents which are applicable to this agreement are:
- a. The following documents may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.
- i. Notice to Proceed
- ii. Change Directive
- iii. Change Order(s)

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Owner and CONTRACTOR execute this Agreement and declare it in effect as of the **August 27th, 2026**.

3.2 OWNER'S AND CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGEMENT

OWNER: Price Municipal Corporation

By: _____

Name: Terry Willis

Title: Mayor

[CORPORATE SEAL] Attest:

By: Jaci Adams

SEAL

Title: City Recorder

CONTRACTOR

Name:

Address:

[CORPORATE SEAL]

By: _____

SEAL

NOTICE TO PROCEED

Date: August 27th, 2026

Project: Price City Rose Park Upgrades Fence

Project Number: #15C-2026

To: Southeast Fencing

You are hereby notified to commence work in accordance with the Agreement dated *August 27th, 2026* and start WORK on or before *August 27th, 2026*, and you are to complete the WORK within *15* consecutive calendar days thereafter. The date of completion of all WORK is therefore *September 12th, 2026*

PRICE MUNICIPAL CORPORATION
OWNER

By _____

Title Public Works Director

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

By _____, this the _____ day of _____

By _____ Title _____

MINUTES

Minutes of the Price City Council Workshop
Conference Room 106
August 12, 2026 – 4:00 p.m.

Present:
Mayor Willis

Councilmembers:
Councilmember Miller
Councilmember Root
Councilmember Seeley
Councilmember Urbanik

Excused: Tanner Richardson

Present: See Public Meeting Sign-In Sheet

Mayor Willis welcomed Jess Housekeeper, Valar Atomics, Director of Operations along with other fellow employees; Harry, Carson and Cory to highlight the new nuclear energy plant in Orangeville, and future plans to for the facility.

Director's Reports:

Items discussed:

Brandon Sicilia, Chief of Police: Reported on Stats/837 incidents for the month/positive input regarding police presence at International Days along with other local agencies/request for more lighting at Terrace Hills Park.

Nick Tatton, Administrative Director: Reported the proceeds from the 2026 International Day's will be donated as charitable contribution to local entities at the 08-26-2026 City Council meeting, following a public hearing/Approval of Resolution No. 2026-20, adopting a privacy policy statement for personally identifiable information will be on the 08-12-2026 City Council agenda/handed out anticipated draft copy of Ordinance for Landscape Incentive Program/Conditional Use Permit for the dorms near college project is scheduled for possible approval at the 09-08-2026 Planning and Zoning meeting/Monica set up usage of advertisement on electric sign near overpass for Price City events and announcements/Planning and Zoning Retreat reminder for November 23, 2026.

David Johnson, Fire Chief: Pleased with obedience of fireworks restrictions during both July holidays/Shuttle vehicle should arrive by end of the month/Certified new volunteer fire fighters.

Lisa Richens, Finance Director: Audit preparations for October/Implementing a new internal control for check system/Caselle and Xpress Bill Pay will no longer be working together beginning in November,

Price City will stay with Caselle/Will be implementing Gadsby 103/GRAMA Request-send form to all request and stay consistent.

Miles Nelson, Public Works Director: 2 vacancies in water department, interviewed/performed skills test 6 applicants/burden being short handed trying to fix water leaks/Pickleball Courts project complete/Notice of Award for Spring Line Transmission Line project to Condie Construction/EIS Reservoir project – Carbon Canal back in/Mountain Bike bridge has been set on foundation/EWP project/Update on Meads Wash project.

Tina Urbanik, Councilmember: Temporary lighting for Terrace Hills Park/International Days side by side hazard lights not working properly, safety hazard, accessory addition.

Richard Root, Councilmember: Carnival payout list hand out.

Mayor Willis: Price City events, what value do they hold to Price City, how do they affect all departments, positive and negative, cost, manpower?

Layne Miller, Councilmember: Last Culture Connection will be at 2026 Helper Arts Festival.

Adjourned: 5:21 p.m.

APPROVED:

ATTEST:

Terry Willis, Mayor

Jaci Adams, City Recorder

Minutes of the City Council Meeting
City Hall
Price, Utah

August 12, 2026

Present:

Mayor Willis
Councilmembers:
Layne Miller
Richard Root
Russell Seeley
Tina Urbanik

Jaci Adams, City Recorder
Nick Tatton, Administrative Director
Lisa Richens, Finance Director
Miles Nelson, Public Works Director
Brandon Sicilia, Chief of Police

Excused: Councilmember Richardson

Staff/Others: See Public Meeting Sign-In Sheet

1. PLEDGE OF ALLEGIANCE

Mayor Willis called the regular meeting to order at 5:30 p.m. Mayor Willis led the Pledge of Allegiance.

2. ROLL CALL

Roll was called with the above Councilmembers and staff in attendance.

3. SAFETY SECONDS

Councilmember Seeley reminded everyone to be cautious, take your time, slow down, watch for construction workers and equipment when driving through construction zones.

4. GENERAL BUSINESS/DISCUSSION

a. PRESENTATION/MARK HOLYOAK. Mark Holyoak, CEO of Castleview Hospital will be in attendance to talk about the 2025 Community Impact report overview of the Behavioral Health unit.

Mark Holyoak, CEO of Castleview Hospital informed Mayor Willis and City Council about the new 14 bed behavioral health unit that will be opening soon as part of the hospital, which Castleview has already hired workers for. Mark Holyoak also mentioned that this is one of the first inpatient behavioral health units in the state of Utah in a rural setting. He also gave an update on the 2025 Community Impact report, noting Castleview provided \$11.3 million in donated services, paid \$4 million in local and state taxes, employs 442 workers and pays out \$31.5 million in payroll.

b. SPONSORSHIP/DONATION REQUEST/SOUTHEASTERN UTAH JR. HIGH RODEO CLUB. McKall Wear, team member of Southeastern Utah Jr. High & 5th & Under Rodeo Club will be in attendance to request a sponsorship/donation for the event that will take place on August 28th & 29th, 2026 at the Carbon County Fairgrounds.

McKall Wear, along with other team members of the Southeastern Utah Jr. High Rodeo Club were in attendance to request a sponsorship for the upcoming rodeo August 28th and 29th at the Carbon County Fairgrounds. McKall Wear informed Mayor Willis and City Council that the rodeo club has 30 members this year from Price and Colorado. Each of the team members announced the events that they participate in at the rodeos showcasing their talent and hard work.

MOTION.

Councilmember Urbanik moved to approve a \$500 sponsorship/donation to the Southeastern Utah Jr. High Rodeo Club for their upcoming rodeo August 28th and 29th at the Carbon County Fairgrounds. Councilmember Seeley seconded and motion carried.

c. SPONSORSHIP/DONATION REQUEST/USARA. Mersades Morgan, USARA Program Manager will be in attendance to request a \$500 sponsorship/donation for the Price 6th annual USARA Recovery Day event to be held on September 4, 2026 at the Price City Peace Gardens.

Mersades Morgan, USARA Program Manager and Damon Davis, Peer Recovery Coach were in attendance to request a \$500 sponsorship for the upcoming annual USARA Recovery Day, September 4th at the Price City Peace Gardens. Some of the highlights for the event will include a car giveaway, free community dinner, face painting, kid's activities and more.

MOTION.

Councilmember Urbanik moved to approve a \$500 sponsorship/donation to USARA for their annual Recovery Day event. Councilmember Miller seconded and motion carried.

d. DONATION. Consideration and possible approval of the \$1,483.64 donation of the proceeds from the American 250 Gala to the American Legion Post 3.

Megan Marshall, organizer of the American 250 Gala event that was held in July, highlighted the celebration and fundraiser, complete with a live band, dinner and silent auction. Megan Marshall announced the proceeds from the event totaled \$1,483.64, which will be donated to the American Legion Post 3, once approved.

MOTION.

Councilmember Root moved to approve the \$1,483.64 donation of the proceeds from the American 250 Gala to be presented to the American Legion Post 3. Councilmember Urbanik seconded and motion carried.

After being approved, Megan Marshall presented the donation of the proceeds in the amount of \$1,483.64 to Kelly Madsen, American Legion.

e. FEE WAIVER REQUEST/PAM BOYD/UNITED WAY OF EASTERN UTAH. Pam Boyd, United Way of Eastern Utah Director will be in attendance to request a fee waiver for use of Conference Room 106 on August 18th & September 8th, 2026 for Day of Caring Planning Committee meetings.

Mayor Willis spoke on behalf of Pam Boyd, United Way of Eastern Utah Director, and explained the request of the fee waiver for the use of the conference room.

MOTION.

Councilmember Seeley moved to approve a fee waiver request for the United Way of Eastern Utah for use of Conference Room 106 for Day of Caring Planning Committee meetings. Councilmember Urbanik seconded and motion carried.

f. FEE WAIVER REQUEST/MCKENNA TERRY.C.A.R.E. COALITION. McKenna Terry, C.A.R.E. Coalition Coordinator will be in attendance to request a fee waiver for use of Washington Park on September 21, 2026 for CARE Family Field Day.

McKenna Terry, C.A.R.E. Coalition Coordinator was in attendance to highlight the CARE Family Field Day event and request a fee waiver for use of Washington Park.

MOTION.

Councilmember Miller moved to approve a fee waiver request for use of Washington Park for CARE Family Field Day. Councilmember Root seconded and motion carried.

g. RESOLUTION NO. 2026-20. Consideration and possible approval of a Resolution Adopting a Privacy Policy Statement for Personally Identifiable Information. (updated policy statement)

Mayor Willis explained the meaning of the resolution.

MOTION.

Councilmember Root moved to approve Resolution No. 2026-20 adopting a privacy policy statement for personally identifiable information. Councilmember Miller seconded and motion carried.

h. SELECTIVE SALARY ADJUSTMENT. Consideration and possible approval of a Selective Salary Adjustment for Brandon Ratcliffe.

Nick Tatton, Administrative Director explained Chief Brandon Sicilia recommended the salary adjustment for Captain Brandon Ratcliffe, which is an option within the policy.

MOTION.

Councilmember Miller moved to approve a selective salary adjustment for Brandon Ratcliffe. Councilmember Urbanik seconded and motion carried.

i. PROJECT 9C-2025 SPRING WATER TRANSMISSION LINE REPLACEMENT SEGMENTS A & B. Consideration and possible approval to award the project to Condie Construction Company for \$3,753,010.00. Other bids received: Allred Construction \$4,937,740.47; BHI \$5,760,049.00; TSJ \$6,826,101.39; WW Clyde \$7,168,685.00; Beck \$9,155,850.00.

Miles Nelson, Public Works Director explained that he was pleased with the amount of the bid.

MOTION.

Councilmember Seeley moved to approve the award of Project 9C-2025 Spring Water Transmission Line Replacement Segments A & B to Condie Construction Company in the amount of \$3,753,010.00. Councilmember Root seconded and motion carried.

5. CONSENT AGENDA

Councilmember Root asked if the new business of Bradford Smash Burgers was a mobile trailer or brick and mortar structure, and if they are mobile, how do they dispose of their grease from cooking? Nick Tatton, Administrative Director informed everyone that the business owner is responsible for disposing of the grease properly.

MOTION.

Councilmember Miller moved to approve consent agenda items a. through e. Councilmember Seeley seconded and motion carried.

a. MINUTES for 07-22-2026 City Council.

b. CAREER LADDER. Consideration and possible approval of a Career Ladder for Chance Lee from Operator III, Grade 10 to Operator IV, Grade 12.

c. CAREER LADDER. Consideration and possible approval of a career ladder promotion for Colton Greener from Officer II, Grade 15 to Officer III, Grade 16.

d. BUSINESS LICENSES. Bradford Smash Burgers at 1495 Eastridge Rd for Ashlee Bradford. The Hawks Nest LLC at 342 N 100 E for Jacob Hawkins. Urban Threadz Boutique LLC at 90 W 100 N #8 for Brooke Martinez.

e. TRAVEL REQUESTS. Captain Brandon Ratcliffe, April Milburn and Colton Greener, Utah Narcotic Officers Association 2026 Conference, August 2-7, 2026, St. George, UT. Captain Brandon Ratcliffe and Sergeant Kelly Maynes, System Application Administrator Certification Course, August 24-27, 2026, Taylorsville, UT.

6. PUBLIC COMMENTS (LIMITED TO TWO MINUTES PER PERSON/NO ACTION TAKEN ON DISCUSSED ITEMS)

Kenneth Jensen, Elks Lodge, informed everyone that charitable donations/scholarships are available for students/community.

7. UNFINISHED BUSINESS

Mayor Willis recognized and publicly thanked Price City employees and departments for all of their hard work during the 2026 International Days event.

Mayor Willis asked for a motion to close the regular City Council meeting.

Councilmember Root moved to close the regular City Council meeting. Councilmember Urbanik seconded and motion carried.

The regular City Council meeting was adjourned at 6:15 p.m.

APPROVED:

Terry Willis, Mayor

ATTEST:

Jaci Adams, City Recorder

DRAFT

EWP NRCS FLOOD PROJECT TIME EXTENSION AND FUNDING...

Mayor

TERRY WILLIS

City Attorney

ERIC JOHNSON

City Recorder

JACI ADAMS

City Treasurer

BILLIE HEILESEN

Finance Director

LISA RICHENS



185 East Main Street, P.O. BOX 893, PRICE, UTAH 84501
(435) 637-5010 www.pricecityutah.com

City Council

LAYNE MILLER

TANNER RICHARDSON

RICHARD ROOT

RUSSELL SEELEY

TINA URBANIC

08/10/26

State Conservationist
Natural Resources Conservation Service
125 South State Street, Room 4010
Salt Lake City, Utah 84138-1110

Re: Price City's Emergency Watershed Protection Project Utah DSR # 49-03-26-5150-001

To whom it concerns,

Price City would like to request a time/waiver for the current EWP Project for ten months or until July 5, 2027.

To date, progress of the project includes completion of surveys for the Woodhill and Mont Harmon basins, the exposed waterline, 800 N, and the concrete structure. The cultural and environmental surveys and reports have been completed and submitted. The field work for a geotechnical report for the Woodhill Basin and Mont Harmon Basin has been completed. A stream alteration permit has been submitted to do the work on 800 N and the concrete structure. Preliminary designs for all projects area have been completed and approved by the City and NRCS. The design package, specifications, and design report have been completed for the clearing and snagging portion of the project.

The reasons for this request include, but are not limited to, the following:

1. The time used to complete the cultural, environmental, and a geotechnical study and report and their approval did not leave enough time to complete the construction of the project.
2. Once the design report, O&M, Quality Assurance, Project Drawings, and Specifications have been approved, additional time will be need to advertise, award and complete the project.
3. The time needed to work with the Carbon County School District and private land owners to acquire property and easements for access for construction and long-term maintenance.

Included is a GANTT chart furnished by Johansen and Tuttle Engineering.

In addition to the time extension Price City would like to request additional technical assistance funding to complete the needed scope of work.

The current agreement authorizes a budget for technical assistance of \$136,240.72 dollars. Following the quotes from that were received from the cultural and environmental groups and geotechnical engineer to complete their studies and reports, the new total for technical assistance is \$206,972 dollars. This will require an additional funding of \$70,731.28 for the technical assistance portion of the project. The table below summarizes the given information.

Financial Summary & Requested Adjustments

Funding Category	Current Agreement	Revised Estimate	Supplemental Request
Technical Assistance TA (100% NRCS)	\$136,240.72	\$206,972	+\$70,731.28

Justification for Cost Adjustments

1. Cost for the Geotechnical Report is \$50,298 for the two proposed basins.
2. Cost for the cultural and biological studies is \$16,568.
3. Cost for the survey mapping, civil design bid documents, cost estimating, NRCS Design Report, Breach Analysis, as-builts, and meetings is \$140,106
 - o The engineer, J&T, has reduced their current hourly rates by 10 to 20% to help reduce costs.
 - o Inspection and construction management during construction has been limited to 3 months.

Project Criticality

Along with the civil engineering scope for design and construction, the reports and studies provided by the cultural, environmental, and geotechnical groups are crucial to obtain the necessary permits and NRCS requirements to complete these EWP projects.

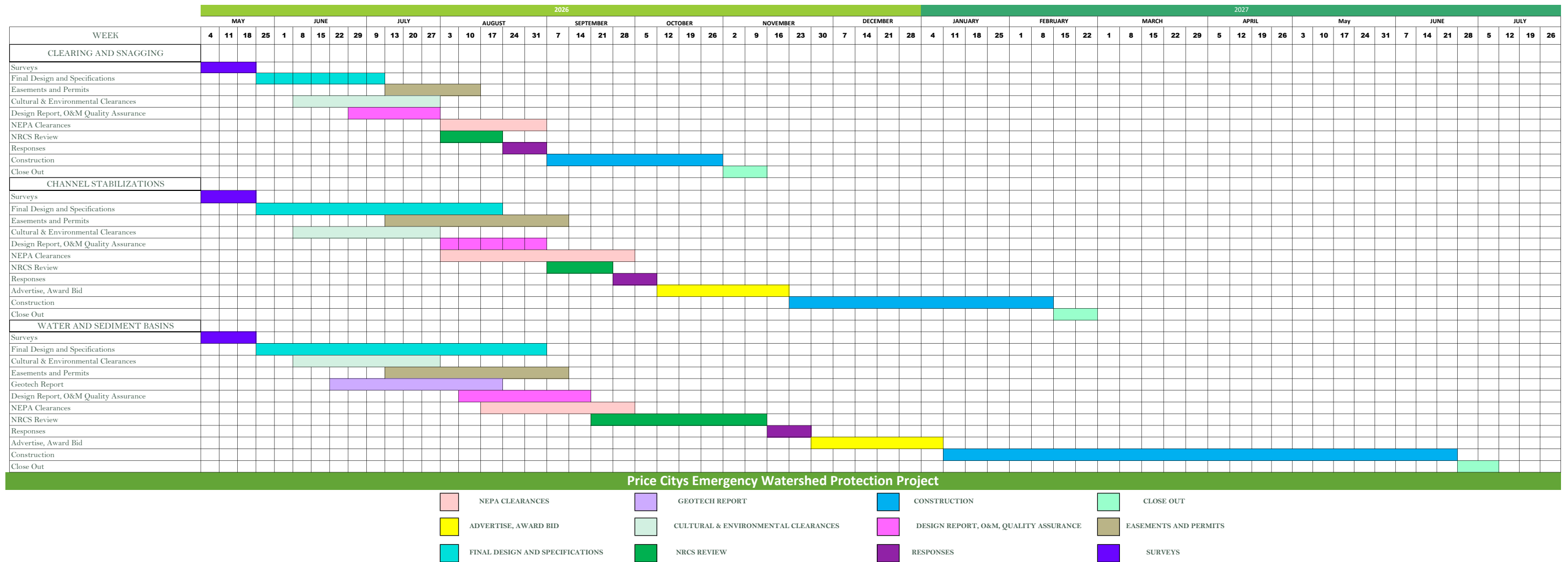
Included is the break down for the scope and fee for the technical assistance needed for this project furnished by Johansen and Tuttle Engineering.

We appreciate your continued support and consideration for these requests. If you have any questions or need additional information to assess this request, please feel free to contact me.

Sincerely,

Terry Willis

Terry Willis, Mayor





Box 487 • Castle Dale, UT 84513 www.jandtengineering.com

Miles Nelson, Public Works Director
Price City Public Works Department
435-637-5010
milesn@priceutah.gov

June 19th, 2026

Professional Services Scope and Fee Proposal for the Price City #8C-2026 NRCS-EWP Storm Mitigation project.

The following services scope is defined below.

Base Scope Fee

- Survey Site Mapping
 - Civil Design Bid Documents, Cost Estimating, NRCS Design Report, Breach Analysis, Asbuilts, Meetings, etc.
 - Easements and Boundary Survey Documents for Land Transfers
 - Construction Bidding
 - Construction Management (3 months)
 - Onsite Inspection (3 months). Additional Inspection at \$865/day
-
- \$140,106

Additional Services Fee

- Geotechnical Report - RB&G Engineering
 - Cultural and Biological Studies – Western Enviro Resources
- \$50,298
- \$16,568

Additional Services Total-

\$66,866

Grand Total for Base and Additional Services-

\$206,972

Individual proposals and supporting documents are enclosed for reference.

We appreciate the opportunity to submit this proposal to Price City. Please reach out with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Johansen", written in a cursive style.

Jonathan Johansen, PE
Johansen & Tuttle Engineering, Inc.



June 19th, 2026

Miles Nelson

RE: Scope of Work: Civil Engineering Services Scope and Fee Proposal for the Price City #8C-2026 NRCS-EWP Storm Mitigation project

Our proposal for the analysis has been broken down into the following tasks:

Civil Design Services:

Task 1 –50% Bid Package
1.1 Acquire additional topo mapping
1.2 Middle School Basin
1.3 Woodhill Basin
1.4 800 N and Water Line Protection
1.5 400 N Pipe Line Protection
1.6 Clear and Snagging - Meads Wash
1.7 Details
1.8 Berm and Cross Sections
1.9 Hydrology Modeling
1.10 Meetings (3 months - bi-weekly - 6 at public works)
1.11 Site Visits
1.12 Administration - Billing
1.13 Cost Estimating
1.14 Structural Design - Discharge Channel (2 basins)
Task 2 – 90% Bid Package
2.1 Middle School Basin
2.2 Woodhill Basin
2.3 800 N and Water Line Protection
2.4 400 N Pipe Line Protection
2.5 Clear and Snagging - Meads Wash
2.6 Update details
2.7 Meetings (1 month - 2 at public works)
2.8 Internal Meetings (2 months - 8 meetings)
2.9 Administration - Billing
2.10 Cost Estimating
2.11 Project Specifications



2.12 2 Basins & 800 N - Design Report & Breech Analysis
2.13 Easements (4) and land transfers (2)
Task 3 – 100% Bid Package
3.1 Middle School Basin
3.2 Woodhill Basin
3.3 800 N and Water Line Protection
3.4 400 N Pipe Line Protection
3.5 Clear and Snagging - Meads Wash
3.6 Update details
3.7 Meetings (2 month - 1 onsite and 3 at public works)
3.9 Administration - Billing
3.10 Cost Estimating
3.11 Project Specifications
3.12 2 Basins & 800 N - Design Report & Breech Analysis
Task 4 – Construction Bidding
4.1 Addendum Process
4.2 pre-bid meeting
Task 5 – Pre-construction
5.1 Responding to owner
5.2 Responding to contractor
5.3 Meeting (1 Meeting)
Task 6 Asbuilts
6.1 Asbuilt Drawings

Construction Management and Onsite Inspection:

Task 7 – Construction Management
7.1 Meetings (1 mtng/bi-weekly @ 4 hrs for 3 months - 6 total)
7.2 RFI's, ASI, PCO, Change Directives, etc.
7.3 Final
7.4 Billing
Task 8 – Onsite Inspection
8.1 Onsite Inspector (full time for 3 months)



Box 487 • Castle Dale, UT 84513 www.jandtengineering.com

COMPENSATION

We have identified the fees for providing the services outlined above as follows:

Task 1:	50% Bid Package	\$34,123
Task 2:	90% Bid Package	\$23,205
Task 3:	100% Bid Package	\$15,565
Task 4:	Construction Bidding	\$3,101
Task 5:	Pre-Construction	\$2,888
Task 6:	Asbuilt Drawings	\$1,886
		Subtotal \$80,767

Task 7:	Construction Management (3 months)	\$7,264
Task 8:	Onsite Inspection (3 months)*	\$52,075
		Subtotal \$59,339

Grand Total \$140,106

*Additional inspection beyond 3 months will be charged at \$865/day.

Construction staking and materials testing will be included in the contractor's scope of work.

We appreciate you considering Johansen & Tuttle Engineering for this work and look forward to working with Price City on this project.

Sincerely,
Johansen & Tuttle Engineering

A handwritten signature in black ink, appearing to read 'Jonathan Johansen', is written over a light blue horizontal line.

Jonathan Johansen, P.E.
Project Manager

Scope of Work													OTHER DIRECT COSTS				Total Project
Task Description	Merrial Johansen	Gracelyn NeVille	Geoffrey Dye	Jonathan	Wacey	GPS Survey	Nicole Butkovich	Lori Tuttle	Trinidi	Total Hours	Labor Cost		Mileage	Travel Expenses	Other	Total ODC	Budget
Hourly Rate	\$136.00	\$148.00	\$95.00	\$148.00	\$125.00	\$165.00	\$85.00	\$95.00	\$80.00				65				
Classification	Supervising Professional	Senior Professional	Junior Engineer	Project Manager	PLS	2-Person	Drafting	Contract Admin.	Administrator				\$0.75				
Task 1 –50% Bid Package	48	12	81	43	0	28	76	1	0	289	\$ 33,538		\$ 585	\$ -	\$ -	\$ 585	\$ 34,123
1.1 Acquire additional topo mapping				4		28	8			40	\$ 5,892		\$ 195			\$ 195	\$ 6,087
1.2 Middle School Basin	6		12	2			8			28	\$ 2,932					\$ -	\$ 2,932
1.3 Woodhill Basin	6		12	2			8			28	\$ 2,932					\$ -	\$ 2,932
1.4 800 N and Water Line Protection			6	2			6			14	\$ 1,376					\$ -	\$ 1,376
1.5 400 N Pipe Line Protection	2		2	1			4			9	\$ 950					\$ -	\$ 950
1.6 Clear and Snagging - Meads Wash			2	2			4			8	\$ 826					\$ -	\$ 826
1.7 Details			4	4			18			26	\$ 2,502					\$ -	\$ 2,502
1.8 Berm and Cross Sections			4	2			12			18	\$ 1,696					\$ -	\$ 1,696
1.9 Hydrology Modeling	8	4	12							24	\$ 2,820					\$ -	\$ 2,820
1.10 Meetings (3 months - bi-weekly - 6 at public works)	12		15	18						45	\$ 5,721		\$ 293			\$ 293	\$ 6,014
1.11 Site Visits	6		6	4						16	\$ 1,978		\$ 98			\$ 98	\$ 2,076
1.12 Adminstration - Billing				1				1		2	\$ 243					\$ -	\$ 243
1.13 Cost Estimating	4		4	1			4			13	\$ 1,412					\$ -	\$ 1,412
1.14 Structural Design - Discharge Channel (2 basins)	4	8	2				4			18	\$ 2,258					\$ -	\$ 2,258
Task 2 – 90% Bid Package	28	32	48	31	0	0	40	1	24	204	\$ 23,107		\$ 98	\$ -	\$ -	\$ 98	\$ 23,205
2.1 Middle School Basin	2		4	2			6			14	\$ 1,458					\$ -	\$ 1,458
2.2 Woodhill Basin	4		4	2			6			16	\$ 1,730					\$ -	\$ 1,730
2.3 800 N and Water Line Protection			2	1			2			5	\$ 508					\$ -	\$ 508
2.4 400 N Pipe Line Protection	2		4				2			8	\$ 822					\$ -	\$ 822
2.5 Clear and Snagging - Meads Wash			2	2			4			8	\$ 826					\$ -	\$ 826
2.6 Update details			2	2			6			10	\$ 996					\$ -	\$ 996
2.7 Meetings (1 month - 2 at public works)	8		8	8						24	\$ 3,032		\$ 98			\$ 98	\$ 3,130
2.8 Internal Meetings (2 months - 8 meetings)			4	4			4			12	\$ 1,312					\$ -	\$ 1,312
2.9 Adminstration - Billing				1				1		2	\$ 243					\$ -	\$ 243
2.10 Cost Estimating			2	1			2			5	\$ 508					\$ -	\$ 508
2.11 Project Specifications	12		8	4			4		24	52	\$ 5,244					\$ -	\$ 5,244
2.12 2 Basins & 800 N - Design Report & Breech Analysis		32	8	4			4			48	\$ 6,428					\$ -	\$ 6,428
2.13 Easements (4) and land transfers (2)			4	4	32	6				46	\$ 5,962		\$ 49			\$ 49	\$ 6,011
Task 3 – 100% Bid Package	21	8	38	24	0	0	34	1	16	142	\$ 15,467		\$ 98	\$ -	\$ -	\$ 98	\$ 15,565
3.1 Middle School Basin	2		2	2			6			12	\$ 1,268					\$ -	\$ 1,268
3.2 Woodhill Basin	2		2	2			6			12	\$ 1,268					\$ -	\$ 1,268
3.3 800 N and Water Line Protection			2	1			2			5	\$ 508					\$ -	\$ 508
3.4 400 N Pipe Line Protection	1		2	1			2			6	\$ 644					\$ -	\$ 644
3.5 Clear and Snagging - Meads Wash			2	1			4			7	\$ 678					\$ -	\$ 678
3.6 Update details	2		4	2			8			16	\$ 1,628					\$ -	\$ 1,628
3.7 Meetings (2 month - 1 onsite and 3 at public works)			8	8						16	\$ 1,944		\$ 98			\$ 98	\$ 2,042
3.9 Adminstration - Billing				1				1		2	\$ 243					\$ -	\$ 243
3.10 Cost Estimating	2		4				4			10	\$ 992					\$ -	\$ 992
3.11 Project Specifications	12		8	4					16	40	\$ 4,264					\$ -	\$ 4,264
3.12 2 Basins & 800 N - Design Report & Breech Analysis		8	4	2			2			16	\$ 2,030					\$ -	\$ 2,030
Task 4 – Construction Bidding	12	0	8	0	0	0	4	0	4	28	\$ 3,052		\$ 49	\$ -	\$ -	\$ 49	\$ 3,101
4.1 Addendum Process	8		4				4		4	20	\$ 2,128					\$ -	\$ 2,128
4.2 pre-bid meeting	4		4							8	\$ 924		\$ 49			\$ 49	\$ 973
Task 5 – Pre-construction	8	0	10	0	0	0	10	0	0	28	\$ 2,888		\$ -	\$ -	\$ -	\$ -	\$ 2,888
5.1 Responding to owner			2				4			6	\$ 530					\$ -	\$ 530
5.2 Responding to contractor	4		4				6			14	\$ 1,434					\$ -	\$ 1,434
5.3 Meeting (1 Meeting)	4		4							8	\$ 924					\$ -	\$ 924
Task 6 Asbuilts	0	0	6	2	0	0	12	0	0	20	\$ 1,886		\$ -	\$ -	\$ -	\$ -	\$ 1,886
6.1 Asbuilt Drawings			6	2			12			20	\$ 1,886					\$ -	\$ 1,886
TOTAL - SERVICES	117	52	191	100		28	176	3	44	711	\$79,938	\$0	\$829	\$0	\$0	\$829	\$80,767

Scope of Work											OTHER DIRECT COSTS			Total Project	
Task Description	Lynn Tuttle	Inspector	Jonathan Johansen	GPS Survey	Nicole Butkovich	Lori Tuttle	Secretary	Total Hours	Labor Cost		Mileage	Concrete Breaks	Sieves, Proctors, PI Tests	Total ODC	Budget
Hourly Rate	\$100.00	\$100.00	\$148.00	\$165.00	\$85.00	\$95.00	\$80.00				65	\$15			
Classification	Materials Tester	Inspector	Project Manager	2-Person	Drafting	Contract Admin.	Secretary				\$0.75				
Task 7 – Construction Management	0	0	41	0	8	1	1	51	\$ 6,923		\$ 341	\$ -	\$ -	\$ 341	\$ 7,264
7.1 Meetings (1 mtng/bi-weekly @ 4 hrs for 3 months - 6 total)			24					24	\$ 3,552		\$ 293			\$ 293	\$ 3,845
7.2 RFI's, ASI, PCO, Change Directives, etc			12		8			20	\$ 2,456		\$ -			\$ -	\$ 2,456
7.3 Final			4					4	\$ 592		\$ 49			\$ 49	\$ 641
7.4 Billing			1			1	1	3	\$ 323					\$ -	\$ 323
Task 8 – Onsite Inspection	0	480	0	0	0	1	1	482	\$ 48,175		\$ 3,900	\$ -	\$ -	\$ 3,900	\$ 52,075
8.1 Onsite Inspector (full time for 3 months)		480				1	1	482	\$ 48,175		\$ 3,900			\$ 3,900	\$ 52,075
TOTAL - SERVICES	0	480	41	0	8	2	2	533	\$55,098	\$0	\$4,241	\$0	\$0	\$4,241	\$59,339

June 10, 2026



Johansen and Tuttle Engineering
Attn: Jonathan Johansen
90 South 100 East
Castle Dale, UT 84513

Re: Price City Detention Basins, Geotechnical Investigation – REVISED PROPOSAL

Dear Mr. Johansen:

In accordance with your request, we are outlining below our proposal to perform geotechnical investigations for two proposed detention basins to be located in Price, Utah. It is our understanding that one of the basins will be located north of the Mount Harmon Junior High School and will be called the Junior High Detention Basin; and the other will be located north of the Smith Drive and Covecrest Drive intersection, and will be called the Woodhill Detention Basin. It is also our understanding that the detention basin dams will have crest lengths of about 200 feet, maximum heights less than 20 feet, storage capacities less than 4 acre-feet, and that Johansen and Tuttle anticipates that dams will be classified as Low or Moderate hazard facilities.

Our proposed scope of work for this project is described below, and our estimated costs to perform the work are shown on the attached table.

Task 1 – Geotechnical and Geological Investigations

We propose to drill three geotechnical borings at each site. Borings will be drilled on each abutment and near the maximum embankment section of each dam. Each boring will extend to a depth of 20 feet below the ground surface. RB&G Engineering will furnish all labor, equipment, and materials to drill the borings.

Samples of overburden soils will be obtained at 3-foot intervals within 15 feet of the ground surface, and at 5-foot intervals while drilling more than 15 feet below the ground surface. Samples will be obtained using split spoon sampling tubes driven in general accordance with ASTM D1586 or thin-walled Shelby tubes pushed in general accordance with ASTM D1587. Bedrock, if encountered, will be continuously cored using an HQ wireline system.

Permeability characteristics of the subsurface materials beneath the proposed dam embankments will be measured by performing constant head tests in general accordance with published Bureau of Reclamation procedures. The tests will be performed in open holes within overburden deposits. Pressure may be applied while testing bedrock materials.

We also propose to oversee and log four test pits within each of the planned detention basins. We have assumed that an excavator and operator will be provided by others. The test pits will be excavated to obtain samples for evaluation of the basin as potential source of embankment material, to investigate excavation conditions, and to support design team estimates of available material quantities.

Task 2 – Laboratory Testing

It is anticipated that gradation, Atterberg limits, soluble salt content, moisture-density relationship (Proctor), direct shear, consolidated undrained triaxial compression with pore pressure measurements, unconsolidated undrained triaxial compression, dispersive clay, consolidation with collapse/swell potential, pH, resistivity, sulfate content, and chloride content tests will be performed on samples obtained from the borings and test pits. The exact type and number of laboratory tests cannot be completely defined until the field investigations have been performed. The estimated quantities for each test are shown on the attached cost estimate.

Testing has been defined in terms of quantity, type, and unit cost so modifications can be made to the testing program, depending on the soil and rock material types encountered and the actual tests performed. No testing which results in exceeding the proposed laboratory testing budget will be performed without authorization from your organization. Samples not tested in the laboratory will be retained for 60 days following submittal of our report, after which they will be discarded unless other arrangements are made for sample storage or transfer.

Task 3 – Geotechnical Report

The results of the field and laboratory tests will be analyzed and summarized in a written report submitted to you electronically. The report will include the following: (1) Geological and Existing Site Conditions, (2) Subsurface Soil and Water Conditions, (3) Dam Foundation Design Recommendations, (4) Dam Embankment Design Recommendations, (5) Outlet and Spillway Design Recommendations, and (6) The Results of Field and Laboratory Tests. We anticipate that evaluations to be performed during the study will include identification of site geologic hazards, determination of the design earthquake event, foundation instability potential, seepage, internal erosion potential, static and seismic slope stability, seismic deformation using empirical methods, and settlement.

The report will initially be submitted in draft form for review by the project team and regulatory agencies. A final report will be provided following receipt and evaluation of review comments. We have assumed that the text of the report will be about 15 pages and about 10 review comments will be addressed to finalize the geotechnical report.

Task 4 – Design Phase Geotechnical Consultation

We anticipate that the detention basins will be designed by Johansen and Tuttle incorporating the recommendations provided in the geotechnical report. We propose to provide geotechnical consultation, including review of plans and specifications developed for the project. The hours we have assumed for geotechnical consultation work are shown on the attached table.

Task 5 – Construction Phase Geotechnical Consultation

We propose to provide geotechnical consultation during construction of the project on an on-call basis. We have assumed that an RB&G Engineering representative will visit the project site four times during construction.

Summary

We have assumed the following during preparation of this proposal:

- Construction of access roads and drill pads will be performed by others such that boring locations will be accessible for a two-wheel drive truck mounted drill rig having a gross weight of about 35,000 lbs.,
- An excavator and operator for the planned test pits will be provided by others,
- Drawings, including plans, profiles, and cross sections, of the proposed dam embankments will be provided to us by Johansen and Tuttle,
- Locations and elevations of the borings will be surveyed by others, the locations will be staked in the field prior to the field investigations, and the surveyed locations will be provided to us, and
- Water for drilling will be available within a few miles of the project site (see cost table for assumed water fees).

Estimated work and proposed engineering unit costs for this project are shown on the attached table. The work will be billed based on actual hours and direct expenses, with the authorized contract value as a not-to-exceed amount. No work which results in exceeding the authorized contract amount will be performed without prior authorization.

We are prepared to begin the field investigation within 2 weeks and submit the geotechnical report within 3 months after receiving notice to proceed.

We appreciate the opportunity to submit this proposal and hope we can work with you on this project. Please contact us if you have any questions.

Sincerely,

RB&G ENGINEERING, INC.



Brandon D. Horrocks, P.E., Principal

PROJECT: Price City Detention Basins

See Proposal dated June 10, 2026 for description of scope.

1. Geotechnical Investigations

DESCRIPTION	UNIT	RATE	AMOUNT
Project Manager Site Visit	6 hrs	\$ 185.00	\$ 1,110.00
Mobilization and Demobilization	160 mi	\$ 5.50	880.00
Drill Rig and 2-man Crew	32 hrs	\$ 260.00	8,320.00
Engineer / Geologist (Borings)	38 hrs	\$ 145.00	5,510.00
Sr. Geotechnical Technician (Test Pits)	11 hrs	\$ 135.00	1,485.00
Materials Technician (Test Pits)	11 hrs	\$ 60.00	660.00
Vehicle (Engineer / Geologist)	5 days	\$ 70.00	350.00
Support Truck and Trailer (Borings and Test Pits)	6 days	\$ 145.00	870.00
Per Diem	14 days	\$ 178.00	2,492.00
Mileage (Project Manager)	160 mi	\$ 0.725	116.00
Drill Supplies (bits, casing, core boxes, cement, etc.)	cost + 10%, est.		1,500.00
Geotechnical Investigation Subtotal			\$23,293.00

2. Laboratory Testing

DESCRIPTION	UNIT	RATE	AMOUNT
Classification Tests (gradation or Atterberg)	24 ea	\$ 90.00	\$ 2,160.00
Soluble Salt	4 ea	\$ 100.00	400.00
Proctor	2 ea	\$ 140.00	280.00
Electrochem. (pH, resistivity, sulf., chlor.)	2 sets	\$ 170.00	340.00
CU Triaxial	1 ea	\$ 900.00	900.00
Dispersive Clay	6 ea	\$ 135.00	810.00
Consolidation w/ collapse/swell	6 ea	\$ 120.00	720.00
UU Triaxial	6 ea	\$ 120.00	720.00
<i>Laboratory Testing Subtotal</i>			\$6,330.00

3. Analysis and Report

DESCRIPTION	UNIT	RATE	AMOUNT
Professional Engineer VI	3 hrs	\$ 225.00	\$ 675.00
Professional Engineer IV	12 hrs	\$ 185.00	2,220.00
Professional Engineer I	20 hrs	\$ 130.00	2,600.00
Staff Engineer	40 hrs	\$ 115.00	4,600.00
Geologist	8 hrs	\$ 145.00	1,160.00
Sr. Geotechnical Technician	6 hrs	\$ 135.00	810.00
Drafter	11 hrs	\$ 85.00	935.00
<i>Analysis and Report Subtotal</i>			\$13,000.00

4. Design Geotechnical Consultation

DESCRIPTION	UNIT	RATE	AMOUNT
Professional Engineer VI	2 hrs	\$ 225.00	\$ 450.00
Professional Engineer IV	8 hrs	\$ 185.00	1,480.00
Professional Engineer I	8 hrs	\$ 130.00	1,040.00
<i>Design Geotechnical Consultation Subtotal</i>			\$2,970.00

5. Construction Geotechnical Consultation (assumes work performed in 2027)

DESCRIPTION	UNIT	RATE	AMOUNT
Professional Engineer VI	5 hrs	\$ 230.00	\$ 1,150.00
Professional Engineer IV	5 hrs	\$ 195.00	975.00
Professional Engineer I	15 hrs	\$ 140.00	2,100.00
Mileage	640 mi	\$ 0.75	480.00
<i>Construction Geotechnical Consultation Subtotal</i>			\$4,705.00

TOTAL	\$50,298.00		
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Subject: Cost and Scope for the Price City, Utah Emergency Watershed Protection project – Environmental Surveys

Project: Price City Emergency Watershed Protection Project

Attention: Jonathan Johansen, PE | Johansen & Tuttle Engineering

From: Bridget Atkin, MS, MLA, Plant Ecologist | WESTERN-ENVIRO Resources

Date: 3 June 2026

1. PROJECT UNDERSTANDING

The proposed cost and scope include anticipated efforts provided by WESTERN-ENVIRO Resources, Inc. (WESTERN-ENVIRO) for professional services as related to environmental scoping and permitting for the proposed Price City Armored Storm Ditch & Debris Basin Improvement project and associated infrastructure as part of an Emergency Watershed Protection (EWP) project through the Natural Resource Conservation Service (NRCS). See Exhibit A for project location details. This scope of work includes environmental surveys, botanical, wildlife, and cultural resources surveys and reporting. The table below summarizes the proposed tasks addressed in this scope of work.

Environmental Scoping Section 7 Endangered Species Act & Section 106 Cultural Resource Compliance

- Task 1:** Environmental Scoping and Project Coordination
- Task 2:** Threatened & Endangered Species Surveys and Reporting (Botanical & Wildlife)
- Task 3:** Cultural Resource Field Survey & Reporting

USACE Section 404 Permitting (Nationwide Permit Application)

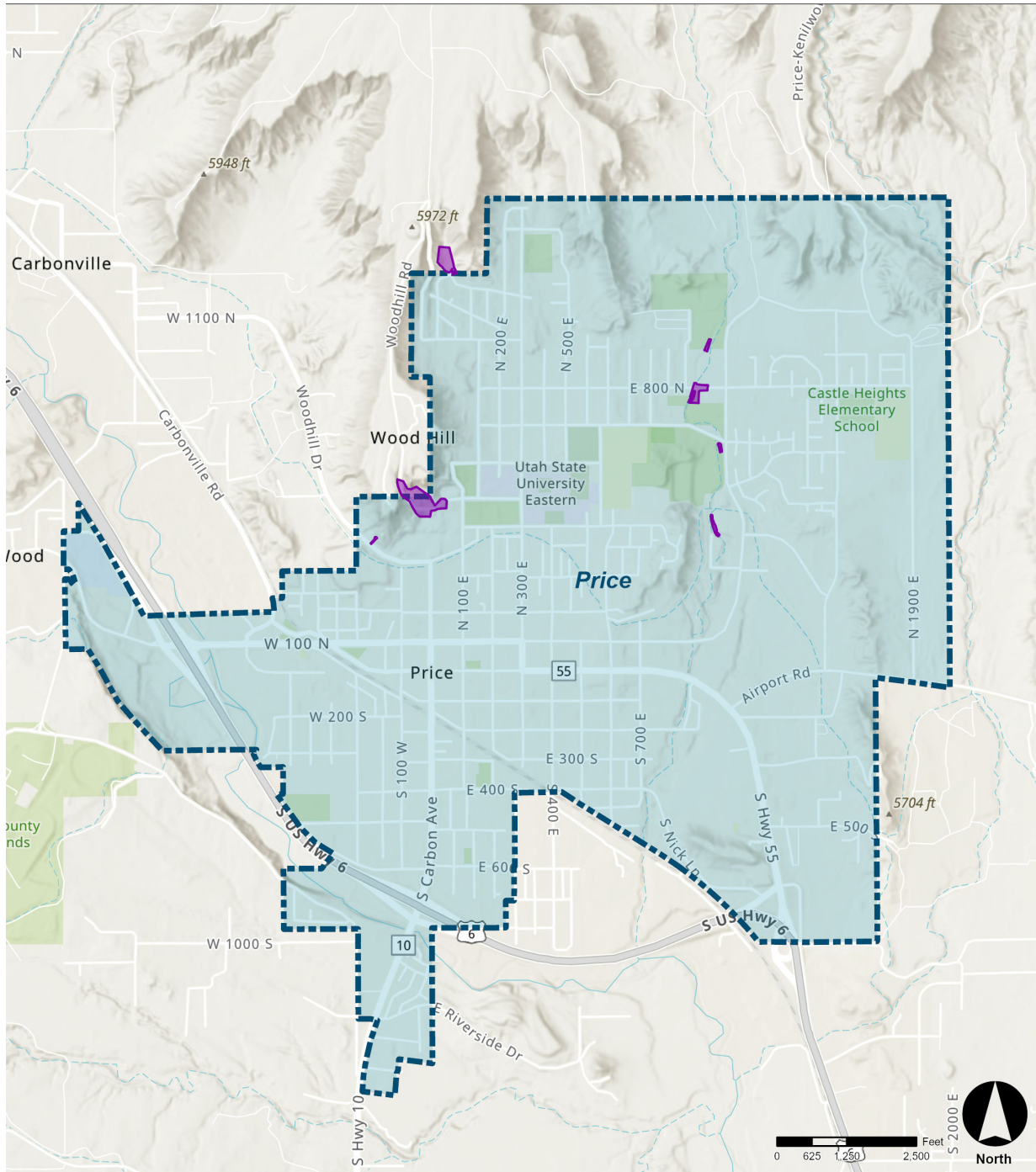
- Task 4A:** Aquatic Resource Field Delineation and Preparation of Impact Report
- Task 4B:** Preparation & Submittal of an Aquatic Resource Impact Report & Pre-construction Notification (PCN) to the U.S. Army Corps of Engineers (USACE) for a Nationwide Permit (NWP)
- Task 4C:** Meetings & Coordination with Agencies related to Section 404 Permitting
-

TASK 1: ENVIRONMENTAL SCOPING & PROJECT COORDINATION

This estimate includes WESTERN-ENVIRO's anticipated effort for the project manager to coordinate with the cultural, botanical and wildlife resource specialists, and project engineers as part of lining out field surveys and project scoping.

WESTERN-ENVIRO RESOURCES

Exhibit A.



WESTERN-ENVIRO RESOURCES

TASK 2: BOTANICAL AND WILDLIFE, THREATENED AND ENDANGERED SPECIES ASSESSMENT AND REPORTING

Field assessments and reporting pertinent to plant and wildlife species listed as Threatened, Endangered, Proposed, or Candidate (TEPC) and/or listed sensitive species will be performed in accordance with standards established by the USFWS and Utah Division of Wildlife Resources (UDWR).

- *Botanical Survey:* The project will be evaluated first for suitable TEPC plant species habitat. Dominant plant species and soil substrate qualities will be used as indicators of habitat suitability (or unsuitability). Given known habitat characteristics, USFWS-listed botanical resources are not expected to be present within the proposed project area.
- *Wildlife Survey:* The project will be assessed for federal and State-listed wildlife species. Wildlife surveys will focus on mapping habitat suitable to wildlife resources within a one-half-mile survey buffer. Further, the assessment will focus on locating and documenting the status of raptor nests in the project area, including the established wildlife survey buffer.
- *Reporting:* A biological report will be prepared detailing both botanical and wildlife survey findings. This report will meet reporting requirements outlined by the USFWS (2011) documentation standards necessary to complete Section 404 permitting requirements and/or satisfy any federal requirements.

Assumptions:

- No habitat suitable to any federally listed botanical species will require a subsequent survey. Should suitable habitat be identified, surveys will occur within the USFWS approved seasonal survey window on a time and materials basis or addressed in a separate cost and scope of work.
- No habitat suitable to any federally listed wildlife species will require a subsequent survey. Should suitable habitat be identified, surveys will occur during the regional nesting and/or breeding season of respective species. Seasonally specific surveys would be addressed on a time and materials basis or addressed in a separate cost and scope of work

TASK 3: CULTURAL RESOURCE ASSESSMENT AND REPORTING

This estimate includes the anticipated effort to conduct a cultural resource survey and reporting consistent with requirements set forth in Section 106 of the National Historic Preservation Act (NHPA) and by the Utah State Historic Preservation Office (SHPO). This task will be completed by a cultural resource specialist. The below scope outlines the anticipated effort involved to produce an accurate map and report detailing the locations of any cultural resources identified during the following tasks:

WESTERN-ENVIRO

RESOURCES

- *Class I File Search and Context Assessment:* A file search at the Utah SHPO Records Office will be completed to determine if any previously recorded sites in or near the project have been reported. These data will be used to assess the historical context of the project area.
- *Class III Cultural Resource Inventory:* A Class III cultural resource inventory will be conducted. Inventories will be consistent with guidelines established by the applicable regulatory and permitting agencies, namely Utah SHPO and USACE. Report preparation will include accurate descriptions of any identified cultural resources and locations.
- *Report Preparation:* The results of the Class I file search and Class III cultural resource inventory will be included in a report consistent with guidelines established by the applicable regulatory, permitting, and/or commenting agencies to complete the Historic Section 106 review.

TASK 4A: WETLAND & WATERS OF THE U.S. DELINEATION

- WESTERN-ENVIRO will complete a field delineation pertaining to aquatic resources. This task will include the identification of dominant plant species, characterization of wetland and upland soils, assessment of the project area hydrology and identification of any features bearing an Ordinary High Water Mark (OHWM). The delineation will be conducted in accordance with the 1987 Corps Wetland Delineation Manual and the Arid West Supplement. After boundaries of wetlands and Waters of the United States (WOUS) have been determined, a survey will be conducted using a Trimble® GPS unit with sub-foot accuracy to map these boundaries.
- Maps produced will be provided to the Client for review in consideration of feasibility of permitting.

TASK 4B: NATIONWIDE PERMIT PREPARATION & SUBMITTAL

This estimate includes WESTERN-ENVIRO's anticipated effort to prepare an aquatic resource impact report and pre-construction notification (PCN) as part of a Nationwide Permit (NWP) application. The NWP application will be submitted to the USACE by WESTERN-ENVIRO on behalf of Price City.

Assumptions:

- It has been assumed that any necessary permitting requirements from the USACE will be filed under an NWP.
- Project impacts will not necessitate the need for mitigation as anticipated permanent impacts to wetlands and/or WOUS will not be greater than 0.10 acres.

WESTERN-ENVIRO

RESOURCES

- Any design iterations that require adjustments to impact calculations, reporting, and maps will be address on a time and materials basis or in a separate cost & scope.

TASK 4C: MEETINGS, CLIENT & AGENCY COORDINATION

This proposed task includes the anticipated effort related to meetings and Client coordination.

- WESTERN-ENVIRO's environmental specialist will attend two (2) virtual meetings with the Client's USACE regulator, if required.
- If a site visit or an in-person meeting is requested by the Client or USACE, this will be addressed on a time and material basis with the approval of the Client.

2. COST DETAILS

The level of effort and costs is detailed in the enclosed Exhibit B and reflects the project understanding, objectives, and anticipated efforts to fulfill committed agency requirements as outlined above.

We sincerely appreciate the opportunity to provide this proposal for your review. If you have any questions or need further information, don't hesitate. I can be reached by email at bridget.atkin@western-enviro.com or via phone, (435) 841-7065.

Sincerely,

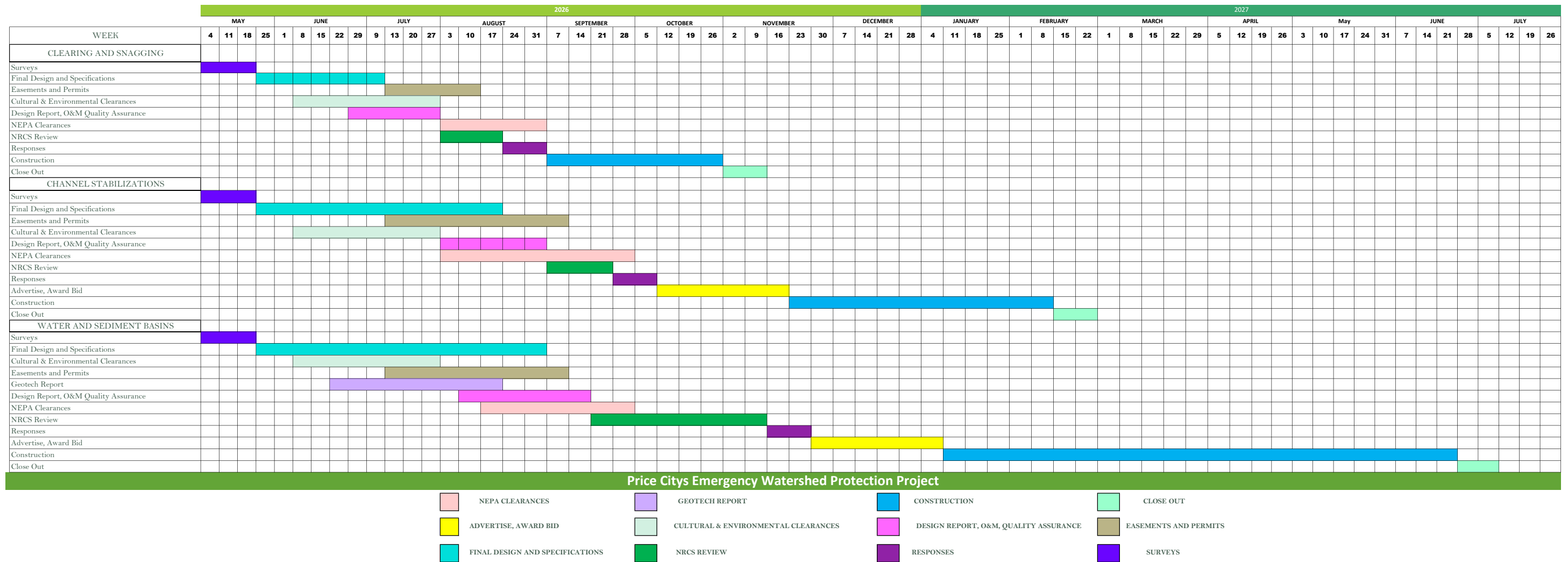


Bridget Atkins, MS, MLA President, Plant Ecologist

EXHIBIT B –
COST DETAILS

*Exhibit B - Proposed Cost and Task Detail

PRICE CITY EMERGENCY WATERSHED PROTECTION PROJECT						
WESTERN-ENVIRO RESOURCES						
TASK 1- PROJECT COORDINATION						
Description	Hours	Unit Cost	Units	Total	Description	
PROJECT MANAGER	4	\$135.00	Hour	\$540.00	Client & resource specialist coordination	
Subtotals:				\$540.00		\$540.00
TASK 2- THREATENED & ENDANGERED SPECIES SURVEYS and REPORTING - BOTANICAL & WILDLIFE						
Description	Hours	Unit Cost	Units	Total	Description	
SENIOR BOTANIST	10	\$120.00	Hour	\$1,200.00	Botanical resource field survey	
SENIOR WILDLIFE BIOLOGIST	12	\$120.00	Hour	\$1,440.00	Wildlife resource field survey	
SENIOR BOTANIST/BIOLOGIST	25	\$120.00	Hour	\$3,000.00	Biological Assessment - reporting	
GIS/CAD SPECIALIST	5	\$90.00	Hour	\$450.00	Field File & Support	
EXPENSES						
PER DIEM (Daily Lodging & Meals/Incidentals)	1	\$178.00	EA	\$178.00	Per diem expense reimbursents	
MILEAGE	300	\$0.73	Mile	\$219.00	Travel mileage to and from project site	
GPS UNIT	2	\$50.00	EA	\$100.00	Sub foot accurate GPS	
Subtotals:				\$6,587.00		\$6,587.00
TASK 3 - CULTURAL RESOURCE FIELD SURVEY & REPORTING						
Description	Hours	Unit Cost	Units	Total	Description	
ARCHAEOLOGIST SENIOR (PI)	1	\$125.00	Hour	\$125.00	Project Management	
ARCHAEOLOGIST (PMA)	2	\$85.00	Hour	\$170.00	File search, field survey, mobilization	
SENIOR ARCH	12	\$100.00	Hour	\$1,200.00	File search, field survey, mobilization	
GIS/CAD SPECIALIST	1	\$90.00	Hour	\$90.00	Mapping	
MILEAGE	250	\$0.73	Mile	\$182.50	Travel	
GPS UNIT	1	\$50.00	Mile	\$50.00	Sub foot accurate GPS	
ARCHAEOLOGIST SENIOR (PI)	1	\$125.00	Hour	\$125.00	Reporting - Review and Deliverables	
ARCHAEOLOGIST (PMA)	1	\$85.00	Hour	\$85.00	Reporting	
SENIOR ARCH	8	\$100.00	Hour	\$800.00	File search, field survey, mobilization	
GIS/CAD SPECIALIST	2	\$90.00	Hour	\$180.00	Mapping	
Subtotals:				\$3,007.50		\$3,007.50
TASK 4A - AQUATIC RESOURCE FIELD DELINEATION						
Description	Hours	Unit Cost	Units	Total	Description	
WETLAND SCIENTIST/ BOTANIST	17	\$120.00	Hour	\$2,040.00	Travel, field delineation & post-field data processing	
GIS/CAD SPECIALIST	2	\$90.00	Hour	\$180.00	Field File & Support	
EXPENSES						
PER DIEM (Daily Lodging & Meals/Incidentals)	1	\$236.00	EA	\$236.00	Per diem expense reimbursents	
MILEAGE	250	\$0.73	Mile	\$182.50	Travel mileage to and from project site	
GPS UNIT	1.5	\$50.00	EA	\$75.00	Sub foot accurate GPS	
Subtotals:				\$2,713.50		\$2,713.50
TASK 4B - NATIONWIDE PERMIT PREPARATION & SUBMITTAL						
Description	Hours	Unit Cost	Units	Total	Description	
WETLAND SCIENTIST/ BOTANIST	25	\$120.00	Hour	\$3,000.00	Impact report preparation, PCN prep, submittal to the USACE.	
GIS/CAD SPECIALIST	5	\$90.00	Hour	\$450.00	Prepare maps / figures for impact report	
Subtotals:				\$3,450.00		\$3,450.00
TASK 4C - MEETINGS & COORDINATION W/ AGENCIES						
Description	Hours	Unit Cost	Units	Total	Description	
PROJECT MANAGER	2	\$135.00	Hour	\$270.00	Client and project coordination	
Subtotals:				\$270.00		\$270.00
GRAND TOTAL:						\$16,568.00





MEMORANDUM

TO: Mayor and City Council

FROM: Nick Tatton

*Distributed electronically via email by
NT on 8-20-26*

DATE: August 20th, 2026

SUBJECT: Selective Salary Adjustment: Elaine Allred

Lisa Richens, Finance Director, is recommending that Elaine Allred receive a Selective Salary Adjustment (SSA). An SSA is processed similarly to a career ladder promotion, however no change in job grade or title is included.

In accordance with the SSA policy, a recommendation form to justify the salary adjustment has been completed. The salary adjustment is supported and signed by Lisa Richens. The Finance Director (Lisa) confirmed the salary adjustment is planned, available and in the budget for the 2026-2027 fiscal year. It is recommended that the salary adjustment be approved with the pay period beginning August 23rd, 2026. Based on the review of the supporting documentation, wage relativity, attendance, and performance evaluations I support the adjustment. The completed form and supporting documentation are available for review.

The salary adjustment will be on the consent agenda for the City Council Meeting scheduled for August 26th, 2026. If you have any questions, please contact me.

Cc Lisa Richens
Monica Donaldson



MEMORANDUM

TO: Mayor and City Council

FROM: Nick Tatton

*Distributed electronically via email by
NT on 8-13-26*

DATE: August 13th, 2026

SUBJECT: Career Ladder Promotion: Fermin Guterrez

Tamara Gray, Facilities Department Supervisor, is recommending that Fermin Guterrez be promoted from Facilities Technician III, Grade 10 to Facilities Technician IV, Grade IV.

In accordance with our promotion and career ladder guidelines, a recommendation form to justify the promotion has been completed. The promotion is supported and signed by Tamara Gray and Department Director Miles Nelson. The Finance Director confirmed the promotion is available in the budget for the 2026-2027 fiscal year. It is recommended that the promotion be approved for the pay period beginning August 23rd, 2027. Based on the review of the supporting documentation, wage relativity, attendance, and performance evaluations I support the promotion, as amended. The supporting documentation, wage relativity, attendance, and performance evaluations support the promotion. The completed form and supporting documentation are available for review.

The promotion will be on the consent agenda for the City Council Meeting scheduled for August 26th, 2026. If you have any questions, please contact me.

Cc Tamara Gray
Miles Nelson
Lisa Richens
Monica Donaldson



MEMORANDUM

TO: Mayor and City Council

FROM: Nick Tatton

*Distributed electronically via email by
NT on 8-13-26*

DATE: August 13th, 2026

SUBJECT: Career Ladder Promotion: Derek Richardson

Tamara Gray, Facilities Department Supervisor, is recommending that Derek Richardson be promoted from Facilities Technician III, Grade 10 to Facilities Technician IV, Grade IV.

In accordance with our promotion and career ladder guidelines, a recommendation form to justify the promotion has been completed. The promotion is supported and signed by Tamara Gray and Department Director Miles Nelson. The Finance Director confirmed the promotion is available in the budget for the 2026-2027 fiscal year. It is recommended that the promotion be approved for the pay period beginning August 23rd, 2027. Based on the review of the supporting documentation, wage relativity, attendance, and performance evaluations I support the promotion, as amended. The supporting documentation, wage relativity, attendance, and performance evaluations support the promotion. The completed form and supporting documentation are available for review.

The promotion will be on the consent agenda for the City Council Meeting scheduled for August 26th, 2026. If you have any questions, please contact me.

Cc Tamara Gray
Miles Nelson
Lisa Richens
Monica Donaldson

Account No: 3895
 Business Activity: 561720
 Fee: \$150-
 CC Approval: ☐ Yes ☐ No Date: _____
 License Sent: _____
 Health Dept: 7/29/26

Price
Utah

BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.

Business Information				
Business Status: ☒ New Business ☐ Location Change ☐ Name Change ☐ Ownership Change				
Business Name (include DBA): <u>Yee Haw Landscaping LLC</u>				
If Name Change, list previous name: _____				
Business Address: <u>375 No 4th Avenue</u>			Suite/Apt. No.: _____	
City: <u>Price</u>		State: <u>UT</u>		Zip Code: <u>84501</u>
Business Telephone: <u>(435) 820-4081</u>		Business E-mail: <u>reyfoxhlucers44@gmail.com</u>		Business Fax: _____
Mailing Address (if different): _____			City: _____	State: _____
Property Owner's Name: _____			Property Owner's Telephone: () _____	
Type of Organization: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☒ LLC (Include copy of name registration with the State of Utah)				
Type of Business: ☐ Commercial ☐ Home Occupation (complete below also) ☐ Reciprocal ☒ Home Occupation - Office Use Only ☐ Home Occupation - Activity On Site ☐ Home Occupation Office Use Only Fee Waiver Request. Must be documented by applicant and consistent with UCA 10-1-203(7)(b). ☐ Fee Waiver Requested: Price City Staff Completion of Supplemental Review Form and Attach				
Nature of Business: ☐ Manufacturing ☐ Retail ☐ Wholesale ☐ Services ☐ Other				
Opening Date: <u>7/20/26</u> Business Hours: From <u>7:00 AM</u> to <u>6:00 PM</u> <u>000000</u> M T W T F S S U (please circle)				
Detailed Description of Business: <u>Landscaping & yardwork</u>				
State Sales Tax I.D. No. (Include copy or proof of exemption): _____			Federal Tax I.D. No. (Include copy): <u>43-4134710</u>	
State License No. (Include copy): <u>14720275-0160</u>			State License Type: _____	
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. Check all that apply. ☐ Alcoholic Beverages ☐ Eating Establishment ☐ Amusement Center ☐ Pawnbroker ☐ Sexually Oriented Business				