



CITY COUNCIL MEETING

Thursday, October 01, 2026 at 6:30 PM
Council Chambers, 60 West Main, Hyrum, Utah

AGENDA

Public notice is hereby given of a Hyrum City Council Meeting to be held in the Council Chambers, 60 West Main, Hyrum, Utah at 6:30 PM, October 01, 2026. The proposed agenda is as follows:

1. **ROLL CALL**
 2. **CALL TO ORDER**
 3. **WELCOME**
 4. **PLEDGE OF ALLEGIANCE**
 5. **INVOCATION**
 6. **APPROVAL OF MINUTES**
 7. **AGENDA ADOPTION**
 8. **PUBLIC COMMENT**
 9. **INTRODUCTION AND APPROVAL OF RESOLUTIONS AND ORDINANCES**
 - A. [Ordinance 26-17 - An ordinance amending the zoning map of Hyrum City, Utah by rezoning property from Residential Agricultural Zone RA to Residential Zone R-2 located on property parcels #01-007-0011 and #01-007-0012 at approximately 400 East 300 North.](#)
 - B. [Ordinance 26-21 - An ordinance amending Title 17 Zoning of the Hyrum City Municipal Code to create Chapter 17.63 Accessory Dwelling Units.](#)
 10. **OTHER BUSINESS**
 - A. [Consideration and award of bid for West Point Substation Switchgear Building.](#)
 - B. [Consideration and approval of an Electrical Connection outside Hyrum City Limits at 6520 South 1800 West Parcel #01-061-0044.](#)
 - C. [Consideration and award of bid for Park Roadway Improvement Project and Canyon Park Parking Lot.](#)
 - D. Mayor and City Council reports.
 11. **ADJOURNMENT**
-

Stephanie Fricke
City Recorder

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

CERTIFICATE OF POSTING - The undersigned, duly appointed and acting City Recorder of Hyrum City, Utah, does hereby certify that a copy of the foregoing Notice was emailed to The Herald Journal, Logan, Utah, posted on the Utah Public Notice Website and Hyrum City's Website, provided to each member of the governing body, and posted at the City Offices, 60 West Main, Hyrum, Utah, this **28th day of September, 2026**. Stephanie Fricke, MMC, City Recorder.



60 West Main Street
Hyrum, Utah 84319
Ph. (435) 245-6033
www.hyumcity.gov

City Council Agenda Information

To: Mayor Miller and City Council

From: Tony Ekins, City Planner

Date: September 14, 2026

Subject: Ordinance 26-17. An ordinance amending the zoning map of Hyrum City, Utah by rezoning property from Residential Agricultural Zone RA to Residential Zone R-2 located on property parcels #01-007-0011 and #01-007-0012 at approximately 400 east 300 north.

Summary: MDTHJ Investments LLC submitted a rezone application to rezone from Residential Agricultural Zone RA to Residential Zone R-2. Staff recommended to the Planning Commission the current zone remain as Residential Agricultural Zone RA.

On September 10, 2026, the Planning Commission held the required public hearing and the Planning Commission made a motion (5-0 vote) to deny recommendation for approval to the City Council based on the on the general plan and not inserting an R-2 in a position to be surrounded by RA zoning.

Attachments:

1. Ordinance 26-17
2. Staff Evaluation

ORDINANCE 26-17

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

WHEREAS, Title 17 of the Hyrum City Municipal Code is known as the Zoning Ordinance of Hyrum City and sets forth regulations governing land use within the municipal limits, including the establishment of zones, the boundaries of which are shown on the Zoning Map of Hyrum City; and

WHEREAS, Section 17.08.150 allows Title 17 of the Hyrum City Municipal Code, the Zoning Ordinance, including the Zoning Map, to be amended by the City Council following ten days' notice and a public hearing held by the Hyrum City Planning Commission; and

WHEREAS, MDTHJ Investments LLC, is requesting a rezone of real property located on property parcels 01-007-0011 and 01-007-0012; and

WHEREAS, the parcel of property 01-007-0011 is 9.00 acres, and the parcel of property 01-007-0012 is 5.50 acres, and both property parcels are currently zoned Residential Agricultural Zone RA; and

WHEREAS, MDTHJ Investments LLC, is requesting a rezone 9.00 acres and 5.50 acres to Residential Zone R-2; and

WHEREAS, the City Council, upon the recommendation of the Planning Commission, has determined there is a need to revise the Zoning Map of Hyrum City, Utah.

NOW, THEREFORE, following a public hearing by the Planning Commission on September 10, 2026 as required by Section 17.08.150, the Hyrum City Council hereby adopts, passes, and publishes the following:

AN ORDINANCE AMENDING THE ZONING MAP OF HYRUM CITY, UTAH BY REZONING PROPERTY FROM RESIDENTIAL AGRICULTURAL ZONE RA TO RESIDENTIAL ZONE R-2 LOCATED ON PROPERTY PARCELS #01-007-0011 AND #01-007-0012 LOCATED AT APPROXIMATELY 400 EAST 300 NORTH.

BE IT ORDANIND by the City Council of Hyrum City, Cache County, State of Utah, as follows:

1. ZONE CHANGE. The following described real property located in Hyrum City, Cache County, Utah which is currently zoned Residential Agricultural Zone RA, is hereby rezoned to Residential Zone R-2:

Parcel 01-007-0011

BEG 33 RD S & 32 RD W OF SE COR OF SW/4 SEC 33 T 11N R 1E S 48 RD W 30RD N 48 RD E 30 RD TO BEG CONT. 9 AC A1484

Parcel 01-007-0012

BEG AT A PT 33 RDS S & 12 RDS W OF SE COR OF SW/4 SEC 33 T 10N R 1E S 44 RDS W 20 RDS N 44 RDS E 20 RDS TO BEG CONT. 5.50 AC A1493

2. REPEALER. All ordinances, resolutions, and zoning maps of the city, or parts thereof inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution or ordinance or part thereof.

3. DECLARATION OF SEVERABILITY. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Hyrum City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.

4. EFFECTIVE DATE. This ordinance shall become effective upon posting three (3) copies in three (3) public places within Hyrum City.

5. ADOPTION. This ordinance is hereby adopted and passed by the Hyrum City Council this 1st day of October, 2026.

HYRUM CITY

BY: _____
Steve J. Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

Posted: _____

Roll Call Vote -	Aye	Nay	Absent
Councilmember Rebecca Foulger	☐	☐	☐
Councilmember Michael Nelson	☐	☐	☐
Councilmember Nalyn Nelson	☐	☐	☐
Councilmember Craig Rasmussen	☐	☐	☐
Councilmember Mont Wright	☐	☐	☐

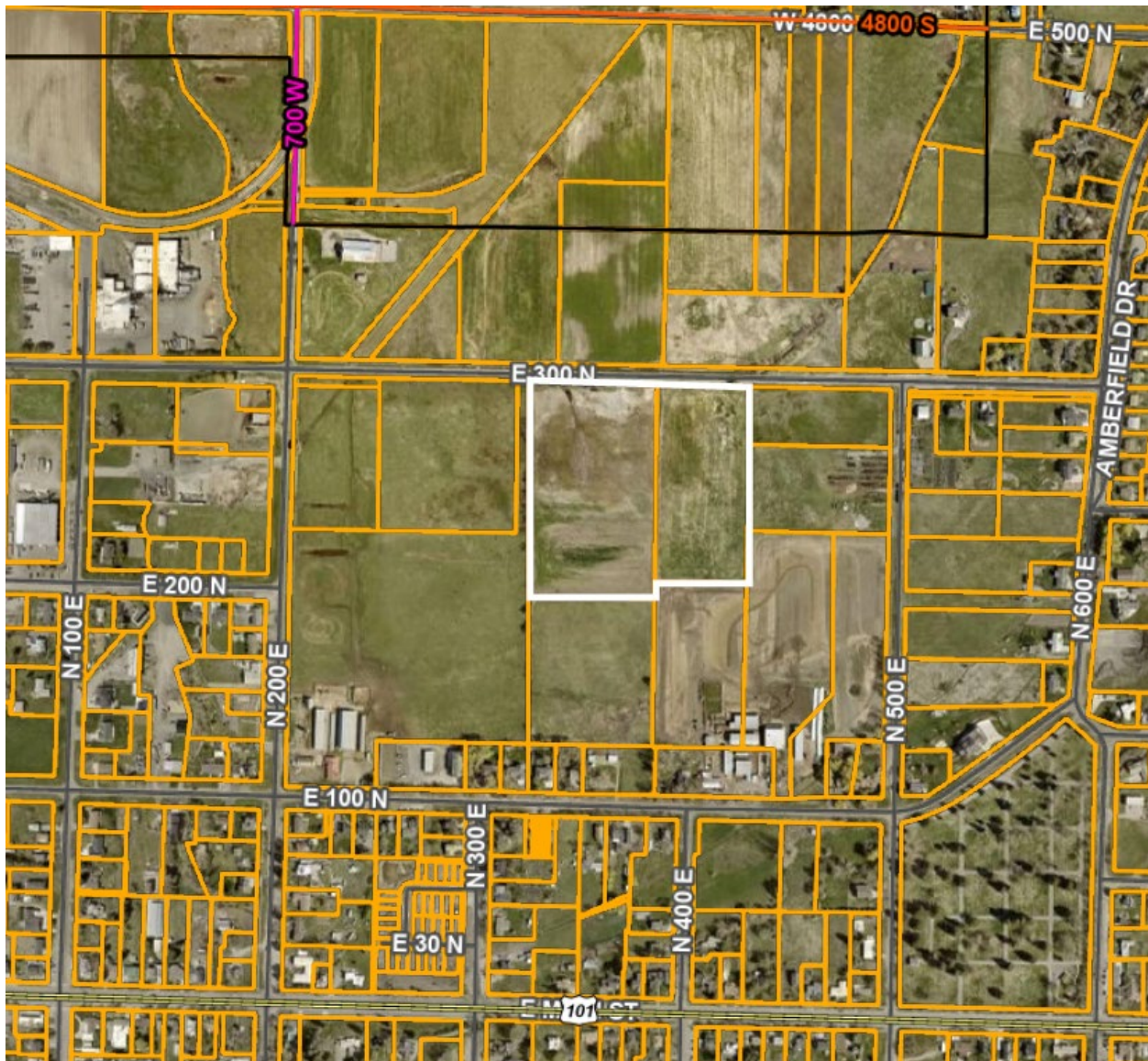
ORDINANCE 26-17

MDTHJ Investments LLC - #01-007-0011 AND #01-007-0012

Approximately 400 EAST 300 NORTH - 14.5 ACRES

REZONE FROM RESIDENTIAL AGRICULTURAL ZONE RA

TO RESIDENTIAL ZONE R-2





60 West Main Street
Hyrum, Utah 84319
Ph. (435) 245-6033
www.hyumcity.gov

Staff Evaluation First Review

Application: MDTHJ Investments LLC, Rezone Residential Agricultural Zone RA to Residential Zone R-2 – Seeking Planning Commission recommendation to the City Council to rezone from Residential Agricultural Zone RA to Residential Zone R-2 for a low to medium density Planned Unit Development with varied lot sizes, common area, and community green space located at approximately 400 East 300 North.

Application Number: 26-032
Preparation Date: September 8, 2026
Applicant Name: MDTHJ Investments LLC
Property Owner: Curtis Knight
Property Address: Approximately 400 East 300 North
Parcel Number: 01-007-0011, 01-007-0012
Parcel Area: 14.5 Acres

Planning Commission: September 10, 2026
Application Type: Amendment - Rezone
Nature of request: Recommendation to City Council

Current Zone: **Residential Agricultural Zone RA.** The RA Zone is an agricultural zone allowing single-family dwellings. The minimum lot size is 12,000 square feet.

Requested Zone: **Residential Zone R-2.** The R-1/ R-2 Zone is a mixed density residential zone. Its minimum lot size is 9,900 square feet for a single-family dwelling. This zone is eligible for appropriately located Planned Unit Developments (PUDs).

Adjacent zoning designations and uses of the subject property		
North	Residential Agricultural Zone RA	Agriculture
East	Residential Agricultural Zone RA	Agriculture
South	Residential Agricultural Zone RA	Agriculture
West	Residential Agricultural Zone RA	Agriculture

Application Overview: The applicant is requesting to rezone from Residential Agricultural Zone RA to Residential Zone R-2 to allow for a Planned Unit Development that will include low to medium density along with varied lot sizes, common area, and community green space.

A planned unit development (PUD) allows some deviations from the Concept Plan and platting requirements of HCC Title 16. These are usually seen as smaller lot sizes and greater density in exchange for open space, attractive building designs, and other amenities such as playgrounds,

swimming pools, parks and meeting facilities. No PUD shall have an area of less than two and one half (2½) acres. Maximum density allowed for multi-family developments is 10 units per acre. Assisted living facilities are not included in this maximum density limit. Consideration should be given to disperse large multi-family PUD developments throughout the city instead of concentrating them in one central area.

The accumulative area of Residential Agricultural Zones remaining in City limits is approximately 210 acres of the overall area of Hyrum. The North Fields is approximately 158 acres of the overall remaining areas regulated by the RA zone. The North Fields does not exclude housing options but rather regulates single-family dwelling lots to a minimum of 12,000 square feet to promote low-density housing while preserving the City's rural atmosphere, agricultural heritage, and open space.

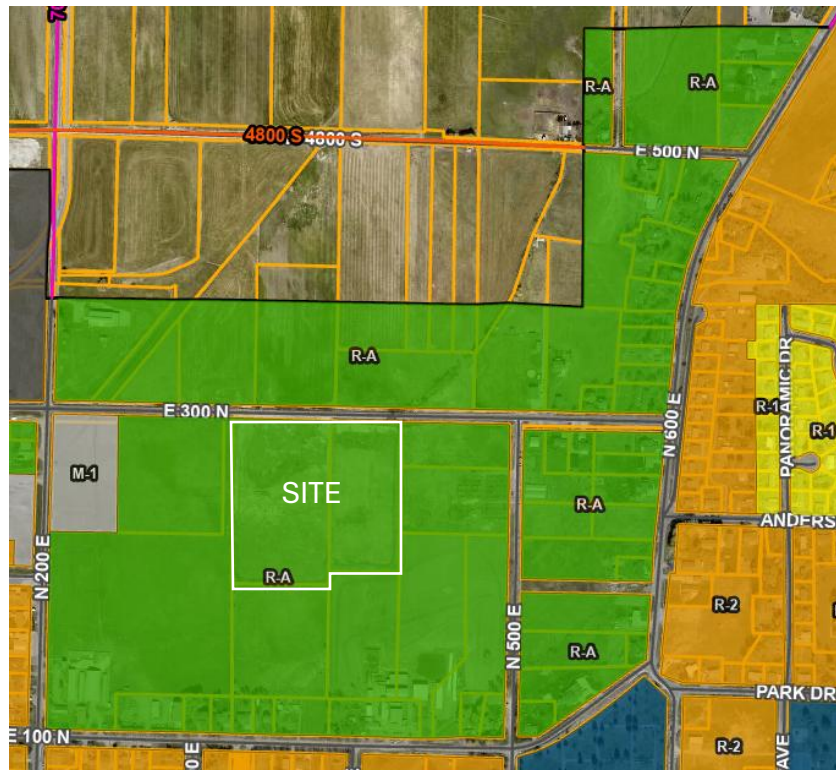


Exhibit of the North Fields of Residential Agricultural Zone RA : Approximately 158 Acres

The current General Plan also guides the City to preserve limited agricultural land resources, agricultural uses, and animal rights and specifically guides that no major subdivisions or Planned Unit Developments are permitted in the Residential Agricultural Zone RA. The area is also identified in the current General Plan as the “North Side” defines agriculture as pursued proposed use to preserve an agricultural green belt between Hyrum and Nibley with the #1 land use goal to preserve agricultural uses and animal rights and follow the spirit and intent of the General Plan when reviewing applications for changes in land use and zoning.

Staff Comments:

Planning and Zoning Department:

1. Recommends the Residential Agricultural Zone RA remain as it is currently zoned to continue promoting low-density housing and preserving the community rural atmosphere, agricultural heritage, and open space in the North Fields.

2. The Cache County Parcel Viewer identifies a wetland layer in the proposed development area. Written legal documentation regarding wetlands shall be provided by the U.S. Army Corps of Engineers to any future land use application of the property.

Engineering Department:

1. If granted, applicants must obtain prior approval in accordance with the provisions of the Hyrum City municipal code and standards, and any other applicable Federal, State, and local codes and standards prior to any development or construction activities on the property.

Fire Department:

1. If rezoned all roads will need to meet the IFC section 503: Fire Apparatus Access Roads and meet the Utah Fire Marshals Fire Apparatus Access Roads requirements.
2. If rezoned the PUD will need to follow the IFC section 507: Fire Protection Water Supplies and Appendix C: Fire Hydrant Locations and Distribution.

Power Department:

1. No comment.

Public Works Department:

1. No public utilities are fronting the property.

Waste Water Department:

1. No comment.

Planning Commission Responsibility:

1. A public hearing must be held by the Planning Commission.
2. The Planning Commission shall have a thorough discussion of the application, staff evaluation, and specify all conditions and requirements in their motion.

Staff Recommendation:

1. Recommends the Residential Agricultural Zone RA remain as it is currently zoned to continue promoting low-density housing and preserving the community rural atmosphere, agricultural heritage, and open space in the North Fields.

Stipulations:

1. All proposed amendments shall first be recommended by the Planning Commission or shall be submitted to the Planning Commission for its recommendation which shall be returned to the City Council for its consideration within thirty days.
2. The City Council may overrule the Planning Commission's recommendations by a majority vote of its members.

Findings of Fact:

1. Rezoning applications are discretionary legislative decisions.

Attachments:

1. Vicinity Map
2. Zone Map
3. Aerial View with Sensitive Layer Overlay

Vicinity Map



8/10/2026, 4:43:01 PM

1:9,028

- Class B Surface Type

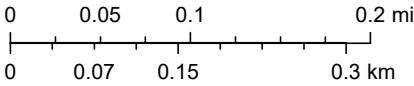
 Asphalt

 Gravel

 Dirt
- Municipal Boundaries

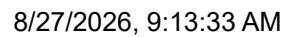
County Boundary

Cache Parcels



Dataset maintenance, research, updates, and quality control performed by the Cache County GIS Division. Additional information has been derived from historical records, county departments, consulting surveyors, retired surveyors, road department personnel, state and federal mapping resources, and members of the public., Vantor

Section 9. Item A.



Hyrum Zoning

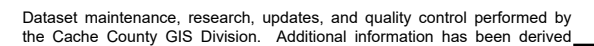
 ANNEXATION AGREEMENT - AA

 COMMERCIAL - HWY 165 C-1

 COMMERCIAL - DOWNTOWN C-2

MANUFACTURING - MEDIUM TO HEAVY M-2

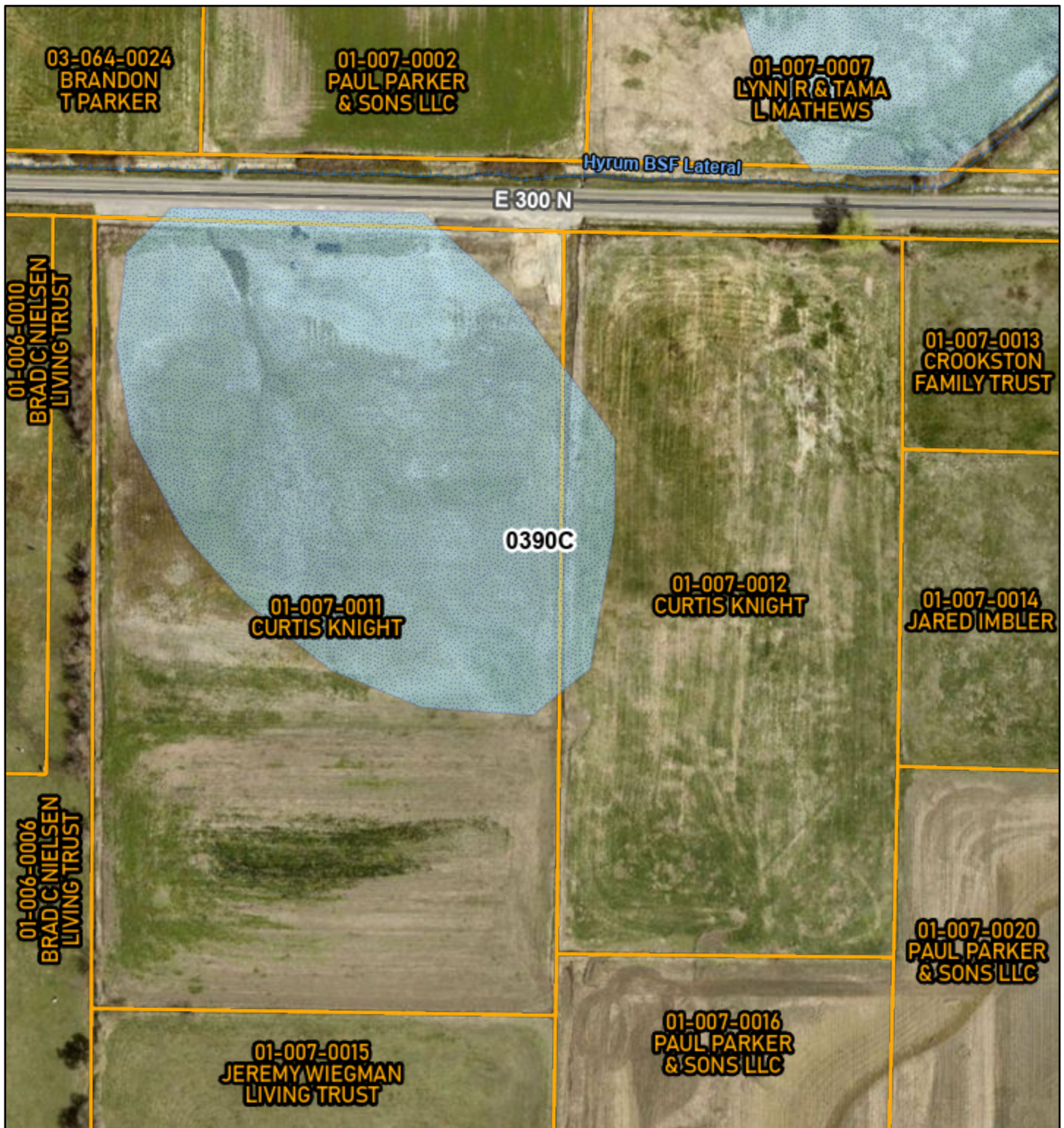
 OPEN SPACE AND PARKS OS



12

Aerial View with Sensitive Layer Overlay

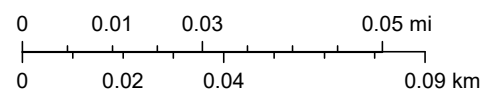
Section 9. Item A.



8/11/2026, 4:02:04 PM

1:2,257

-  Floodplain Panels
-  Canals/Laterals
-  Wetlands (NWI)
-  Cache Parcels



Microsoft, Vantor

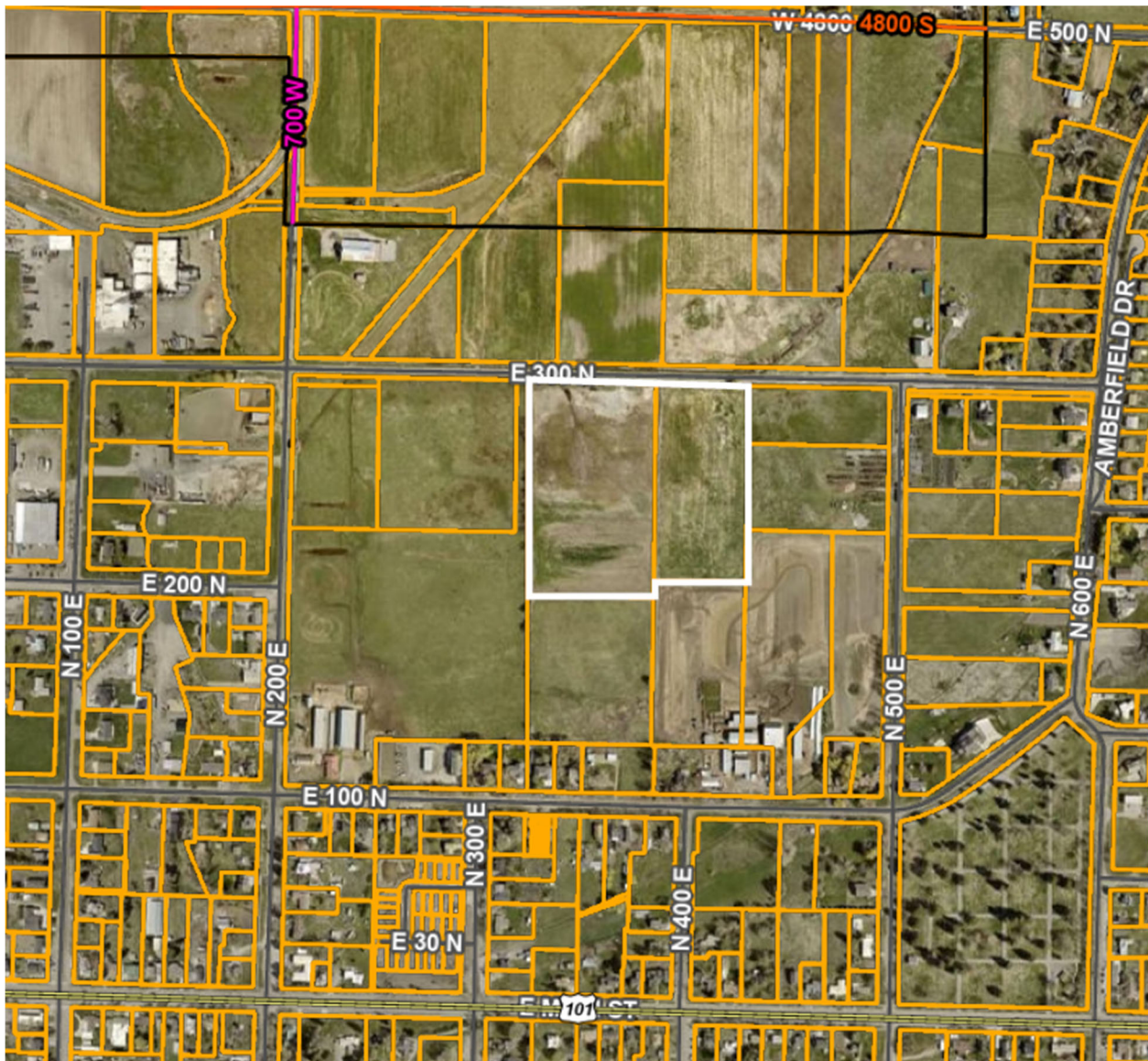
ORDINANCE 26-17

MDTHJ Investments LLC - #01-007-0011 AND #01-007-0012

Approximately 400 EAST 300 NORTH - 14.5 ACRES

REZONE FROM RESIDENTIAL AGRICULTURAL ZONE RA

TO RESIDENTIAL ZONE R-2





60 West Main Street
Hyrum, Utah 84319
Ph. (435) 245-6033
www.hyumcity.gov

City Council Workshop Information

To: Mayor Miller and City Council

From: Tony Ekins, City Planner

Date: September 24, 2026

Subject: Ordinance 26-21 - An ordinance amending Title 17 Zoning of the Hyrum City Municipal Code to create Chapter 17.63 Accessory Dwelling Units.

Summary: City Staff, Planning Commission, and City Council has coordinated through a series of processes for establishing an accessory dwelling unit ordinance that is intended to provide supplementary living accommodations that are intended to provide affordable housing options for smaller households at a variety of all stages in life with reasonable limitations to minimize impact on neighboring properties and the rural character of Hyrum City through clear standards for size, placement, parking, and appearance.

Attachments:

1. Ordinance 26-21
2. 17.63 Accessory Dwelling Units – Fourth Draft

ORDINANCE 26-21

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

WHEREAS, Title 17 of the Hyrum City Municipal Code is known as the Zoning Ordinance of Hyrum City and sets forth regulations governing land use within the municipal limits; and

WHEREAS, Section 17.04.040 allows Title 17 of the Hyrum City Municipal Code, the Zoning Ordinance, to be amended by the City Council following fourteen days' notice and a public hearing; and

WHEREAS, the City Council has determined there is a need to amend Title 17 to further clarify those regulations governing zoning and other regulations controlling land use and development within Hyrum City.

WHEREAS, the City Council has determined there is a need to provide supplementary living accommodations that are intended to provide affordable housing options for smaller households at a variety of all stages in life with reasonable limitations to minimize impact on neighboring properties and the rural character of Hyrum City through clear standards for size, placement, parking, and appearance.

NOW THEREFORE, upon recommendation of the Planning Commission and following a public hearing as required by Section 17.04.040, the Hyrum City Council hereby adopts, passes, and publishes the following:

AN ORDINANCE AMENDING TITLE 17 ZONING OF THE HYRUM CITY MUNICIPAL CODE, TO CREATE CHAPTER 17.63 ACCESSORY DWELLING UNITS.

17.63 Accessory Dwelling Units

A. Definitions.

1. Accessory Dwelling Unit - "ADU" shall mean collectively both DADUs and IADUs together.
2. Detached Accessory Dwelling Unit - "DADU" means a subordinate dwelling which has its own kitchen, bathroom, and living facilities that is located on the same lot as the primary

single-family dwelling (main building) but is physically detached from the main building.

3. Internal Accessory Dwelling Unit - "IADU" shall have the same meaning as "Dwelling, two-family, accessory apartment" as defined in the definitions of this Title.

B. Purpose and Intent.

1. The purpose and intent of this Chapter is to provide supplementary living accommodations that are intended to provide affordable housing options for smaller households at a variety of all stages in life with reasonable limitations to minimize impact on neighboring properties and the rural character of Hyrum City through clear standards for size, placement, parking, and appearance.
2. The following provisions shall apply equally to either a DADU or an IADU, unless expressly limited to either in each Section.

C. Applicability.

1. An ADU is allowed only on a residential zoned parcel containing a lawfully existing single-family dwelling.
2. Only one (1) ADU is allowed per zoning parcel. A single parcel may not contain both an DADU and an IADU.

D. Zone.

1. An ADU shall be a permitted use on a primary single-family dwelling lot in any zone that includes a primary single-family dwelling as a permitted use.
2. No ADU may be allowed in any multi-family dwelling unit or multi-family lot.

E. Not Intended For Sale.

1. An ADU shall not be sold separately or subdivided from the primary single-family dwelling unit lot.

F. Addressing.

1. An ADU and primary single-family dwelling unit shall have the same address and the ADU shall be referenced on the property as "Unit A" and addresses must be in a visible location for emergency responders.

G. Owner Occupied.

1. Shared Ownership Prohibited. The parcel whereby a primary dwelling and an ADU are located must be owned by the same legal owners.
2. Owner Occupancy Required. As to any ADU, the owner of the parcel shall occupy either: the primary dwelling unit located on the parcel; or the ADU located on the parcel.
 - a. For the purposes of this Section, "occupy" shall mean that the owner maintains, either the primary dwelling

or ADU, as the owner's principal place of residence for a majority of the calendar year.

- b. If the owner of the parcel is held by a legal entity, at least one (1) individual associated with that entity, including but not limited to a member, manager, trustee, beneficiary, shareholder, partner, officer, director, or the other person with an ownership or controlling interest in the entity, shall occupy either the primary dwelling unit or the ADU as such individual's principle place of residence for a majority of the calendar year.
- c. Upon the request by the City, documentation reasonably sufficient to establish compliance with this Section, including but not limited to voter registration records, driver license address, utility bills, trust documents, operating agreements, or otherwise shall be provided to satisfy compliance with this Section.

- 3. Temporary Absence. Owner occupancy may be waived during a bona fide temporary absence for a military service or deployment; medical treatment or recuperation for the owner or an immediate family member; religious or employment-related relocation, assignment, or sabbatical if:
 - a. The owner provides written notice with supporting documentation to the City zoning administrator prior to or during the absence, including the anticipated absence duration, a forwarding address, and a local responsible agent contact, and
 - b. The absence does not exceed thirty-six (36) months.

H. Occupancy.

- 1. The occupancy of an ADU shall be limited to one (1) person; or occupied by a Family. The term "Family" used in this section shall have the respective meaning in the Definitions sections of this Title.
- 2. An ADU must offer occupancy for a long-term rental of ninety (90) consecutive calendar days or longer through the required landlord license. Short-term rental (STR) options are prohibited.
- 3. No occupant of an ADU shall be permitted to sublease any portion of the ADU to another individual.

I. Size, Height, and Other Regulations as to DADUs.

- 1. Size:
 - a. The DADU shall not be less than three-hundred (300) square feet and shall not exceed one-thousand (1,000) square feet of occupiable dwelling floor space (i.e. 1,000 square feet of main level occupiable dwelling floor space; or a combination of 500 square feet of main

level occupiable dwelling floor space and 500 square feet of upper level occupiable dwelling floor space).

- b. The DADU or included within a group of other accessory buildings permitted by this Title shall not cover more than fifty (50%) percent of the rear yard of the primary single-family dwelling lot.

2. Height:

- a. A DADU shall be erected to a height no greater than one (1) story and shall not exceed a height greater than sixteen (16) feet to the peak of the roof.
- b. A DADU may be extended to a two story (2) story (i.e. above a detached garage) and shall not exceed a height greater than twenty-eight (28) feet to the peak of the roof if the DADU structure meets the same minimum setback required by the zone for the main building.
- c. The term "story" used in this section shall have the respective meaning in the definitions section of this Title.

3. Front Yard:

- a. No DADU shall be permitted to be located within the front yard setback of the main building or located in front of the main building.
- b. A DADU must meet the same front yard setbacks required by the zone for the main building.
- c. Any DADU located within "Innerblock development" as defined in the definitions of this Title shall not exceed two times (2x) the required front yard setback required by the zone for the main building. Exception: The exterior wall of the DADU may be emplaced at a location no greater than fifty (50) feet from the rear exterior wall of the main building and the DADU structure shall not extend beyond the rear yard setback required by the zone for the main building.

4. Rear Yard:

- a. Any DADU not located within "Innerblock development" as defined in the definitions of this Title or further regulated by "Innerblock development" in this Chapter may be placed at least ten (10) feet from the rear exterior wall of the main building and have a minimum rear lot line setback of fifteen (15) feet.

5. Side Yard and Rear Side Yard:

- a. The DADU must meet the same side yard setbacks required by the zone for the main building.

J. IADU Requirements:

1. In addition to the requirements of this Section and applicable Hyrum City Code, IADUs shall be permitted subject to the following conditions:
 - a. Both living spaces have exterior access to an open yard.
 - b. Bedroom windows will allow emergency egress.
 - c. All bedroom areas will be equipped with smoke detectors.
 - d. Both living spaces must be part of the main dwelling structure, which shall not include a detached garage or separate building, and conform to all building, fire, and zoning codes and standards for a single-family dwelling.
 - e. An IADU shall not be less than three-hundred (300) square feet and shall not exceed one-thousand (1,000) square feet of occupiable dwelling floor space.
 - f. An IADU shall have at least one (1) independent entrance from the primary dwelling.
 - g. An IADU shall not exceed forty percent (40%) of the gross floor area of the primary dwelling, excluding any garage area.
 - h. An IADU shall maintain an internal connection to the primary dwelling through a door, hallway, stairway, or other interior access point.

K. Easements.

1. An ADU shall not be located within any irrigation easement, prescriptive easement, public utility easement, or other recorded easement.

L. Driveway Access and Main Entrances.

1. The driveway access for any ADU shall be limited to the front yard facing street, except on a corner lot the driveway access may be from the front yard facing street or side yard facing street.
2. The Main Entrance of a DADU shall not be facing the side yard or rear yard property lines.

M. Living Area.

1. An ADU must provide its own kitchen, bathroom, and living facilities that is separate from the main building.

N. Lighting.

1. An ADU exterior lighting shall be dark sky sensitive and provide illumination directed downward with the light source shielded from adjoining properties.

O. Parking Requirements.

1. As to DADUs:
 - a. A total of one (1) additional off-street parking space will be provided for any DADU less than 650 square feet.

b. A total of two (2) additional off-street parking spaces will be provided for any DADU greater than 650 square feet.

c. All other off-street parking requirements shall be regulated by the zone for the main building off-street parking requirements.

2. As to IADUs:

a. A total of four (4) off-street, hard-surface parking spaces will be provided on the dwelling lot.

b. All other off-street parking requirements shall be regulated by the zone for the main building off-street parking requirements.

P. DADU Utility and Meter.

1. Any DADU is prohibited if the DADU will not have adequate access to the required utility service which includes sanitary sewer, culinary water, electrical, and storm water.

2. Any DADU is prohibited if a utility service that is a system improvement, including sanitary sewer, culinary water, electrical, or storm water, to which the DADU is required to connect does not have sufficient capacity to support the addition of the DADU to the utility service system improvements.

3. Sanitary sewer and culinary water/meter:

a. A DADU shall not be connected and served by the same sanitary sewer and culinary water/meter that serves the main building.

b. A DADU shall be served by new sanitary sewer and culinary water/meter services that conform to current Hyrum City standards.

c. Standard connection and impact fees will be required for sanitary sewer and culinary water/meter services to accommodate the DADU.

e. Exceptions:

i. If the existing water lateral from the main line complies with the requirements of the currently adopted International Residential Code, Hyrum City Code, and General Requirements and Specifications for flow demands for the DADU and main building, a manifold with one connection fee will be required. If service requires upsizing or replacement an impact fee will be determined by the upsize diameter from the existing diameter.

ii. If the existing sewer lateral from the main line complies with the requirements of the currently adopted International Residential Code, Hyrum City

Code and General Requirements and Specifications for flow demands and minimum slope requirements for the DADU and main building, a wye connection with a clean out or a doghouse manhole with one connection fee will be required. If service requires upsizing, replacement or new connection to the main an impact will be required.

iii. Any exception requested shall be submitted for compliance to Hyrum City with the DADU application by a professional engineer licensed in the State of Utah by The Division of Occupational and Professional Licensing for City Engineer review and consideration for approval.

4. Electrical service/meter:

- a. The existing electrical meter base serving the main building shall be required to conform to current Hyrum City standards and shall be required to be upgraded to a double meter base with two (2) main disconnects to serve both the main building and DADU.
- b. All new electrical service from the double meter base to the DADU will be required to be installed underground.
- c. Standard connection and impact fees will be required for the electrical service to accommodate the DADU.

5. Two (2) monthly service charges will be billed to the property for sanitary sewer, culinary water, and electrical services.

Q. IDAU Utility and Meter.

- 1. The utility account shall be under the named person or entity of record with the County.
- 2. Typically, a single electric meter and single culinary water meter will provide services to the main primary dwelling and IADU.
- 3. Two (2) monthly service charges will be billed for sewer and culinary water.

R. Supplementary Qualifying Standards.

- 1. No ADU shall be approved if the primary single-family dwelling is served by a failing septic tank.
- 2. Tents, yurts, recreational vehicles, campers, or any other similar structure shall not be permitted as a DADU.
- 3. No portion of a mobile home park or mobile home park subdivision shall be permitted a DADU.
- 4. The DADU shall be placed on a permanent footing and foundation.
- 5. Balconies and rooftop decks attached to any DADU are prohibited.

6. No Level Two home occupation business license shall be established within a DADU.

S. Applicable Codes.

1. No construction or conversions to create or establish an ADU shall commence without the issuance of the required zoning clearance and building permit.
2. New construction or conversions shall comply with all applicable building, health, and fire codes and ordinance requirements in effect at the time of construction or conversion.
3. All portions of a DADU structure shall not be located at a location greater than one-hundred-fifty (150) feet from a fire apparatus access road approved by the Fire Code Official.
4. All portions of a DADU structure shall not be located at a location greater than two-hundred-fifty (250) feet from any point on a street or road frontage to a hydrant.

T. Zoning Clearance, Building Permit Required, and Landlord License Required.

1. A zoning clearance shall be required as regulated by this Title.
2. A building permit shall be required as regulated by this Title.
3. No ADU shall be occupied without first obtaining a Hyrum City landlord license.
4. If the property owner fails to obtain the requirements outlined above, the DADU shall be considered illegal nor approved and may result in a citation for a code violation as governed by the process for enforcement in the City.

U. Conversions.

1. An existing detached accessory building that was legally established by this Title may be converted or expanded for the purpose of a DADU provided the detached accessory building can demonstrate it was legally established and can accommodate the minimum qualifying requirements and regulations of this Chapter.

V. Recordation Required.

1. A notice of record shall be recorded in the office of the Cache County Recorder that provides the following:
 - a. A description of the primary single-family dwelling; and
 - b. A statement the primary single-family dwelling lot of record contains a detached accessory dwelling unit; and
 - c. A statement the detached accessory dwelling unit may only be used in accordance with the land use regulations of Hyrum City; and

2. Upon recording the notice of record, Hyrum City shall deliver a copy of the notice to the property owner of the detached accessory dwelling unit.

W. Revocation and Enforcement.

1. Revocation: ADU approval may be revoked for noncompliance with the conditions of approval for any provision of Title 17.
2. Notice and cure: The City shall provide written notice stating the violation and allow fourteen (14) days to cure before revocation, unless an emergency condition exists.

X. Enforcement Lien.

1. In addition to any other legal or equitable remedies available to the City, the City may hold a lien against a property in the amount of \$100 for each day of violation after the day which the opportunity to cure the violation expires for:
 - a. Any violation of Utah Code 10-21-303; or
 - b. Any violation of this section.

Y. Notice and Hearing.

1. The city adopts the lien notice and hearing notice requirements set forth in Utah Code 10-21-303.
2. An owner appealing the violation may appeal that decision to the designated Administrative Appeals Hearing Officer provided the owner does so in writing within fourteen (14) days of the notice of violation.

Z. Appeal of Administrative Appeals Hearing Officer.

1. Any decision by the Administrative Appeals Hearing Officer may be appealed by the owner or City to the District Court within thirty (30) days from the written decision is made.

2. REPEALER. All ordinances, resolutions, and zoning maps of the city, or parts thereof inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution or ordinance or part thereof.

3. DECLARATION OF SEVERABILITY. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Hyrum City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications and to this end the parts,

sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.

4. EFFECTIVE DATE. This ordinance shall become effective upon posting three (3) copies in three (3) public places within Hyrum City.

5. ADOPTION. This ordinance is hereby adopted and passed by the Hyrum City Council this 1th day of October, 2026.

HYRUM CITY

BY: _____
Steve J. Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

Posted: _____

Roll Call Vote -	Aye	Nay	Absent
Councilmember Rebecca Foulger	☐	☐	☐
Councilmember Michael Nelson	☐	☐	☐
Councilmember Nalyn Nelson	☐	☐	☐
Councilmember Craig Rasmussen	☐	☐	☐
Councilmember Mont Wright	☐	☐	☐

17.63 Accessory Dwelling Units – ~~Third~~Fourth Draft

- A. Definitions.
 - 1. Accessory Dwelling Unit – “ADU” shall mean collectively both DADUs and IADUs together.
 - 2. Detached Accessory Dwelling Unit - “DADU” means a subordinate dwelling which has its own kitchen, bathroom, and living facilities that is located on the same lot as the primary single-family dwelling (main building) but is physically detached from the main building.
 - 3. Internal Accessory Dwelling Unit – “IADU” shall have the same meaning as “Dwelling, two-family, accessory apartment” as defined in the definitions of this Title.
- B. Purpose and Intent.
 - 1. The purpose and intent of this Chapter is to provide supplementary living accommodations that are intended to provide affordable housing options for smaller households at a variety of all stages in life with reasonable limitations to minimize impact on neighboring properties and the rural character of Hyrum City through clear standards for size, placement, parking, and appearance.
 - 2. The following provisions shall apply equally to either a DADU or an IADU, unless expressly limited to either in each Section.
- C. Applicability.
 - 1. An ADU is allowed only on a residential zoned parcel containing a lawfully existing single-family dwelling.
 - 2. Only one (1) ADU is allowed per zoning parcel. A single parcel may not contain both an DADU and an IADU.
- D. Zone.
 - 1. An ADU shall be a permitted use on a primary single-family dwelling lot in any zone that includes a primary single-family dwelling as a permitted use.
 - 2. No ADU may be allowed in any multi-family dwelling unit or multi-family lot.
- E. Not Intended For Sale.
 - 1. An ADU shall not be sold separately or subdivided from the primary single-family dwelling unit lot.
- F. Addressing.
 - 1. An ADU and primary single-family dwelling unit shall have the same address and the ADU shall be referenced on the property as “Unit A” and addresses must be in a visible location for emergency responders.
- G. Owner Occupied.
 - 1. Shared Ownership Prohibited. The parcel whereby a primary dwelling and an ADU are located must be owned by the same legal owners.
 - 2. Owner Occupancy Required. As to any ADU, the owner of the parcel shall occupy either: the primary dwelling unit located on the parcel; or the ADU located on the parcel.
 - a. For the purposes of this Section, “occupy” shall mean that the owner maintains, either the primary dwelling or ADU, as the owner’s principal place of residence for a majority of the calendar year.
 - b. If the owner of the parcel is held by a legal entity, at least one (1) individual associated with that entity, including but not limited to a member, manager, trustee, beneficiary, shareholder, partner, officer, director, or the other person with an ownership or controlling interest in the entity, shall occupy either the primary dwelling unit or the ADU as such individual’s principle place of residence for a majority of the calendar year.
 - c. Upon the request by the City, documentation reasonably sufficient to establish compliance with this Section, including but not limited to voter registration

records, driver license address, utility bills, trust documents, operating agreements, or otherwise shall be provided to satisfy compliance with this Section.

3. Temporary Absence. Owner occupancy may be waived during a bona fide temporary absence for a ~~temporary job assignment, sabbatical, or voluntary service~~military service or deployment; medical treatment or recuperation for the owner or an immediate family member; religious or employment-related relocation, assignment, or sabbatical if:
 - a. The owner provides written notice with supporting documentation to the City ~~recorder or~~ zoning administrator prior to or during the absence, including the anticipated absence duration, a forwarding address, and a local responsible agent contact, and
 - b. The absence does not exceed thirty-six (36) months.

H. Occupancy.

1. The occupancy of an ADU shall be limited to one (1) person; or occupied by a Family. The term "Family" used in this section shall have the respective meaning in the Definitions sections of this Title.
2. An ADU must offer occupancy for a long-term rental of ninety (90) consecutive calendar days or longer through the required landlord license. Short-term rental (STR) options are prohibited.
3. No occupant of an ADU shall be permitted to sublease any portion of the ADU to another individual.

I. Size, Height, and Other Regulations as to DADUs.

1. Size:
 - a. The DADU shall not be less than three-hundred (300) square feet and shall not exceed one-thousand (1,000) square feet of occupiable dwelling floor space (i.e. 1,000 square feet of main level occupiable dwelling floor space; or a combination of 500 square feet of main level occupiable dwelling floor space and 500 square feet of upper level occupiable dwelling floor space).
 - b. The DADU or included within a group of other accessory buildings permitted by this Title shall not cover more than fifty (50%) percent of the rear yard of the primary single-family dwelling lot.
2. Height:
 - a. A DADU shall be erected to a height no greater than one ~~story~~ (1) story and shall not exceed a height greater than sixteen (16) feet to the peak of the roof.
 - b. A DADU may be extended to a two story (2) story (i.e. above a detached garage) and shall not exceed a height greater than twenty-eight (28) feet to the peak of the roof if the DADU structure meets the same minimum setback required by the zone for the main building.
 - ~~bc.~~ The term "story" used in this section shall have the respective meaning in the definitions section of this Title.
3. Front Yard:
 - a. No DADU shall be permitted to be located within the front yard setback of the main building or located in front of the main building.
 - b. A DADU must meet the same front yard setbacks required by the zone for the main building.
 - c. Any DADU located within "Innerblock development" as defined in the definitions of this Title shall not exceed two times (2x) the required front yard setback required by the zone for the main building. Exception: The exterior wall of the DADU may be emplaced at a location no greater than fifty (50) feet from the rear

exterior wall of the main building and the DADU structure shall not extend beyond the rear yard setback required by the zone for the main building.

4. Rear Yard:

- a. Any DADU not located within "Innerblock development" as defined in the definitions of this Title or further regulated by "Innerblock development" in this Chapter A DADU may be placed at least ten (10) feet from the rear exterior wall of the main building and have a minimum rear lot line setback of ~~twenty (20) feet, unless no windows, doors, or other openings are adjacent to the rear property line, in which case the setback shall be~~ fifteen (15) feet.
- ~~b. A DADU that is located within "Innerblock development" as defined by the definitions of this Title or located on a lot that has a side yard lot line of two-hundred (200) feet or greater the exterior wall of the DADU shall be emplaced at a location no greater than fifty (50) feet from the rear exterior wall of the main building structure and shall not extend beyond the rear yard setback required by the zone for the main building.~~

5. Side Yard and Rear Side Yard:

- a. The DADU must meet the same side yard setbacks required by the zone for the main building.

~~6. Single Family Appearance:~~

- ~~a. An ADU shall be designed and positioned such that the appearance remains that of a single-family residence.~~

J. IADU Requirements:

1. In addition to the requirements of this Section and applicable Hyrum City Code, IADUs shall be permitted subject to the following conditions:
 - a. Both living spaces have exterior access to an open yard.
 - b. Bedroom windows will allow emergency egress.
 - c. All bedroom areas will be equipped with smoke detectors.
 - d. Both living spaces must be part of the main dwelling structure, which shall not include a detached garage or separate building, and conform to all building, fire, and zoning codes and standards for a single-family dwelling.
 - e. An IADU shall not be less than three-hundred (300) square feet and shall not exceed one-thousand (1,000) square feet of occupiable dwelling floor space.
 - f. An IADU shall have at least one (1) independent entrance from the primary dwelling.
 - g. An IADU shall not exceed forty percent (40%) of the gross floor area of the primary dwelling, excluding any garage area.
 - h. An IADU shall maintain an internal connection to the primary dwelling through a door, hallway, stairway, or other interior access point.
 - ~~i. The street view of an IADU shall be substantially similar in design as the street view of the primary dwelling unit, such that the appearance of the property remains that of a single-family residence.~~

K. Easements.

1. An ADU shall not be located within any irrigation easement, prescriptive easement, public utility easement, or other recorded easement.

L. Driveway Access and Main Entrances.

1. The driveway access for any ADU shall be limited to the front yard facing street, except on a corner lot the driveway access may be from the front yard facing street or side yard facing street.

- ~~42.~~ The Main Entrance of a DADU shall not be facing the side yard or rear yard property lines.

M. Living Area.

1. An ADU must provide its own kitchen, bathroom, and living facilities that is separate from the main building.

N. Lighting.

1. An ADU exterior lighting shall be dark sky sensitive and provide illumination directed downward with the light source shielded from adjoining properties.

O. Parking Requirements.

1. As to DADUs:
 - a. A total of one (1) additional off-street parking space will be provided for any DADU less than 650 square feet.
 - b. A total of two (2) additional off-street parking spaces will be provided for any DADU greater than 650 square feet.
 - c. All other off-street parking requirements shall be regulated by the zone for the main building off-street parking requirements.
2. As to IADUs:
 - a. A total of four (4) off-street, hard-surface parking spaces will be provided on the dwelling lot.
 - b. All other off-street parking requirements shall be regulated by the zone for the main building off-street parking requirements.

P. DADU Utility and Meter.

1. Any DADU is prohibited if the DADU will not have adequate access to the required utility service which includes sanitary sewer, culinary water, electrical, and storm water.
2. Any DADU is prohibited if a utility service that is a system improvement, including sanitary sewer, culinary water, electrical, or storm water, to which the DADU is required to connect does not have sufficient capacity to support the addition of the DADU to the utility service system improvements.
3. Sanitary sewer and culinary water/meter:
 - a. A DADU shall not be connected and served by the same sanitary sewer and culinary water/meter that serves the main building.
 - b. A DADU shall be served by new sanitary sewer and culinary water/meter services that conform to current Hyrum City standards.
 - c. Standard connection and impact fees will be required for sanitary sewer and culinary water/meter services to accommodate the DADU.
 - e. Exceptions:
 - i. If the existing water lateral from the main line complies with the requirements of the currently adopted International Residential Code, Hyrum City Code, and General Requirements and Specifications for flow demands for the DADU and main building, a manifold with one connection fee will be required. If service requires upsizing or replacement an impact fee will be determined by the upsize diameter from the existing diameter.
 - ii. If the existing sewer lateral from the main line complies with the requirements of the currently adopted International Residential Code, Hyrum City Code and General Requirements and Specifications for flow demands and minimum slope requirements for the DADU and main building, a wye connection with a clean out or a doghouse manhole with

one connection fee will be required. If service requires upsizing, replacement or new connection to the main an impact will be required.

- iii. Any exception requested shall be submitted for compliance to Hyrum City with the DADU application by a professional engineer licensed in the State of Utah by The Division of Occupational and Professional Licensing for City Engineer review and consideration for approval.

4. Electrical service/meter:
 - a. The existing electrical meter base serving the main building shall be required to conform to current Hyrum City standards and shall be required to be upgraded to a double meter base with two (2) main disconnects to serve both the main building and DADU.
 - b. All new electrical service from the double meter base to the DADU will be required to be installed underground.
 - c. Standard connection and impact fees will be required for the electrical service to accommodate the DADU.
5. Two (2) monthly service charges will be billed to the property for sanitary sewer, culinary water, and electrical services.

Q. IDAU Utility and Meter.

1. The utility account shall be under the named person or entity of record with the County.
2. Typically, a single electric meter and single culinary water meter will provide services to the main primary dwelling and IADU.
3. Two (2) monthly service charges will be billed for sewer and culinary water.

R. Supplementary Qualifying Standards.

1. No ADU shall be approved if the primary single-family dwelling is served by a failing septic tank.
42. Tents, yurts, recreational vehicles, campers, or any other similar structure shall not be permitted as a DADU.
23. No portion of a mobile home park or mobile home park subdivision shall be permitted a DADU.
34. The DADU shall be placed on a permanent footing and foundation.
45. Balconies and rooftop decks attached to any DADU are prohibited.
56. No Level Two home occupation business license shall be established within a DADU.

S. Applicable Codes.

1. No construction or conversions to create or establish an ADU shall commence without the issuance of the required zoning clearance and building permit.
2. New construction or conversions shall comply with all applicable building, health, and fire codes and ordinance requirements in effect at the time of construction or conversion.
- ~~3. A DADU must be located within one hundred and fifty (150) feet of a fire apparatus access approved by the Fire Code Official.~~
3. All portions of a DADU structure shall not be located at a location greater than one-hundred-fifty (150) feet from a fire apparatus access road approved by the Fire Code Official.
4. All portions of a DADU structure shall not be located at a location greater than two-hundred-fifty (250) feet from any point on a street or road frontage to a hydrant.

T. Zoning Clearance, Building Permit Required, and Landlord License Required.

1. A zoning clearance shall be required as regulated by this Title.
2. A building permit shall be required as regulated by this Title.
3. No ADU shall be occupied without first obtaining a Hyrum City landlord license.

4. If the property owner fails to obtain the requirements outlined above, the DADU shall be considered illegal nor approved and may result in a citation for a code violation as governed by the process for enforcement in the City.

U. Conversions.

1. An existing detached accessory building that was legally established by this Title may be converted or expanded for the purpose of a DADU provided the detached accessory building can demonstrate it was legally established and can accommodate the minimum qualifying requirements and regulations of this Chapter.

V. Recordation Required.

1. A notice of record shall be recorded in the office of the Cache County Recorder that provides the following:
 - a. A description of the primary single-family dwelling; and
 - b. A statement the primary single-family dwelling lot of record contains a detached accessory dwelling unit; and
 - c. A statement the detached accessory dwelling unit may only be used in accordance with the land use regulations of Hyrum City; and
2. Upon recording the notice of record, Hyrum City shall deliver a copy of the notice to the property owner of the detached accessory dwelling unit.

W. Revocation and Enforcement.

1. Revocation: ADU approval may be revoked for noncompliance with the conditions of approval for any provision of Title 17.
2. Notice and cure: The City shall provide written notice stating the violation and allow fourteen (14) days to cure before revocation, unless an emergency condition exists.

X. Enforcement Lien.

1. In addition to any other legal or equitable remedies available to the City, the City may hold a lien against a property in the amount of \$100 for each day of violation after the day which the opportunity to cure the violation expires for:
 - a. Any violation of Utah Code 10-21-303; or
 - b. Any violation of this section.

Y. Notice and Hearing.

1. The city adopts the lien notice and hearing notice requirements set forth in Utah Code 10-21-303.
2. An owner appealing the violation may appeal that decision to the designated Administrative Appeals Hearing Officer provided the owner does so in writing within fourteen (14) days of the notice of violation.

Z. Appeal of Administrative Appeals Hearing Officer.

1. Any decision by the Administrative Appeals Hearing Officer may be appealed by the owner or City to the District Court within thirty (30) days from the written decision is made.



60 West Main Street
Hyrum, Utah 84319
Ph. (435) 245-6033
www.hyrumcity.gov

City Council Agenda Information

To: Mayor Miller and City Council
From: Larry Coleman, Power Superintendent
Date: September 24, 2026
Subject: Acceptance of bid for West Point Substation Switchgear Building

Summary: As part of the West Point Substation design and build out, a switchgear control building is required to utilize the capacity of the substation. We included this into our budget for FY 2026/2027. We contracted with the WSP Engineering to help put the bid packet together and help us see it through the process. Three companies that specialize in these substation control buildings responded and submitted bids. I have had the opportunity to see each of these companies' buildings in person. Evaluating the bids together with WSP, there were some concerns raised with the apparent low bidder (Powercon). These concerns are significant enough to recommend to the City Council to accept the next highest bid (ICC). **Reason #1:** the building footprint of the low bid was larger than what our concrete pad will accept. **Reason#2:** Quality of workmanship and the building itself is a concern compared to ICC. Which can translate into extra time and work on our end to get it to an operating and maintained state. **Reason#3:** Lead time. With the expansion of West point Dairy coming online early 2028, having a building here as quick as possible gives us time to put it into service to accomplish some necessary steps to accommodate West Point Dairy expansions. Another valuable consideration is that ICC is a "local" company. This control building will be built in Salt Lake City at their manufacturing facility. This allows for quicker responses for in person inspections and approvals. This building will also give Hyrum City Power additional switching capabilities to adequately provide reliable and sustained power to residents of Hyrum City.

Recommendation:

It is recommended by Larry Coleman, Power Superintendent, to award the bid to ICC.

City Council Meeting Details:

- Meeting Date: October 1, 2026
- Council Role: Approval and award of bid

Attachments: 2

- Bid Tabulation
- Recommendations from Engineering

Bidder		Myers	Powercon	ICC
Price		\$ 1,860,883.00	\$ 1,496,664.00	\$ 1,532,854.00
Racking		\$ 9,754.00	\$ -	INCLUDED
Freight		\$ 31,250.00		\$ 35,000.00
total price		\$ 1,901,887.00	\$ 1,496,664.00	\$ 1,567,854.00
% away from Low Bid		24%	0%	2%
Manufacturer		Myers Power Products, inc	Eaton	ABB
Delivery		52-56 weeks ARAD	Ship 55 Weeks ARAD	8/4/2027
Service	Daily	\$ 2,500.00		\$ 1,950.00
	1 round trip	\$ 6,750.00		\$ 3,900.00
	working days	2		2
	Price include engineer	No		NO
		WARRANTY IS ADD ON		WARRANTY INCLUDED
Drawing	Outline	16-20 WEEKS ARO		14 WEEKS ARO
	All drawings	16-20 WEEKS ARO	8-10 WEEKS ARO	18 WEEKS ARO
	Certified	2 WEEKS ARAD		18 WEEKS ARO
	Manual	2 WEEKS AFTER SHIPMENT		40 WEEKS ARO
Data	Location	Ontario, California	Maryland	NC
	Each Cubical (in)	36" x 98"		36" x 92"
	Longest shipment (ft)	15' x 35'		15' x 35'
	overall dimension (ft)	Approx. 16' x 35' x 12'		180" x 92" x 95"
	2000:5 MR	C200	C200	C200
	1200:5 MR	C200	C200	C200
	Bus material	COPPER		COPPER
	Main bus dimension			
	Ground bus Dimension			1/4" x 2"
	RMS rating	2kA		50kA
	Max temp rise from 40C	Per ANSI C37.20.2		40
2000A BKR	Manufacture	Eaton VCP-W	Eaton 150-VPC- W25	ABB ADVAC M4
	Max rated Voltage	15000	15000	15000
	BIL	95		95
	Max temp over 40C	65		
	Cont rating	2000	2000	2000
	Short time Sym rating	40KA		
	maintaince fault interruption (oper)	15		
	Rated BKR interrupting time (cyc)	5	5	3
	Motor voltage (VDC)	125		125
	Motor inrush	16		
	Running	4		
	Peak tripping coil current	7		

	Peak closing coil current		7		
1200A BKR	Manufacture	Eaton VCP-W	Eaton 150-VPC- W25	ABB ADVAC M4	
	Max rated Voltage	15000	15000	15000	
	BIL	95			95
	Max temp over 40C	65			
	Cont rating	1200	1200		1200
	Short time Sym rating	40kA			
	maintaince fault interruption (oper)	15			
	Rated BKR interrupting time (cyc)	5	5		3
	Motor voltage (VDC)	125			125
	Motor inrush	16			
	Running	4			
	Peak tripping coil current	7			
	Peak closing coil current	7			
Assmebly		Walk-In Switchgear will ship in one piece. Items that will ship loose such as the roof bushing and bushing box and HVAC unit to be reinstalled by others in field. Full instructions will be provided during engineering stage.			
Exceptions		See proposal for clarifications and exeptions.	they quoted a 35' by 15' our max is 34.5' by 15'		
		QUOTED A MANUAL TRANSFER SWITCH			



WSP USA Inc.
3900 South Wadsworth Boulevard
Lakewood, CO 80235

09/23/2026

Hyrum City Council
60 West Main Street
Hyrum, Utah 84319

Subject: Recommendation for Award of Switchgear Building Procurement – Hyrum City Substation No. 3 Project

WSP USA Inc. served as the engineering consultant for the design and procurement support of the Hyrum City Substation # 3 Project. As part of the procurement process, bids were received for the switchgear building from Powercon, ICC, and Myers. Powercon submitted the lowest bid, followed by ICC and Myers.

A primary consideration is compatibility of the proposed building with the existing concrete foundation that has already been constructed for the project. The existing foundation measures approximately 438 inches by 198 inches. For prefabricated electrical buildings, WSP typically recommends maintaining a minimum 12-inch concrete perimeter beyond the building footprint to provide adequate anchor edge distance, construction tolerance, and long-term maintainability.

The building proposed by Powercon measures approximately 420 inches by 180 inches. When installed on the existing foundation, the available concrete perimeter would be reduced to approximately 9 inches on each side, which is less than WSP's typical recommended clearance. This reduction places anchorage locations closer to the edge of the concrete foundation and reduces available tolerance for fabrication and field installation.

Adequate edge distance is an important consideration in anchor design because anchorage strength decreases as anchors are placed closer to the edge of a concrete foundation. The reduced perimeter therefore increases project risk by limiting anchorage capacity, reducing construction tolerance, and potentially requiring additional engineering evaluation to verify acceptable anchorage performance on the existing foundation. Both the buildings proposed by ICC and Myers conform to this size constraint.

The building proposed by ICC more closely aligns with the intended use of the existing foundation and reduces the risk of construction modifications, anchorage concerns, and potential schedule impacts. Additionally, ICC's Utah-based operations may provide advantages related to project coordination, factory inspections, startup support, warranty service, and long-term responsiveness.

Based on these considerations, and the price difference between ICC and Myers, WSP believes there is a sound engineering basis for Hyrum City to select ICC despite Powercon being the lowest bidder. In our professional opinion, the ICC proposal presents the lowest overall project risk and provides the best value to the City when considering constructability, foundation compatibility, reliability, and lifecycle considerations in addition to initial purchase price.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Adam Nord', is written over a light blue circular stamp.

Adam Nord, PE
WSP USA Inc.



60 West Main Street
Hyrum, Utah 84319
Ph. (435) 245-6033
www.hyumcity.gov

City Council Agenda Information

To: Mayor Miller and City Council
From: Larry Coleman, Power Superintendent
Date: September 24, 2026
Subject: Electrical Connection for Parcel 01-061-0044

Summary: Hans and Natalie Isom, property owners of parcel 01-061-0044 located at 6520 South 1800 West Hyrum Utah 84319, are requesting an electrical connection to Hyrum City power grid. As discussed in the previous City Council meeting, ordinance 26-18 amended city code to allow connections to the electrical grid once certain requirements were met. This property is located southwest of Hyrum south of Hyrum dam. Power Superintendent and City Administrator have reviewed the application and the Isom's have met the requirements that are outlined in Hyrum City code 13.16.235. At this time we are waiting on an annexation agreement from the City Attorney that outlines required improvements and annexation of the property if requested or petitioned to annex into Hyrum City. The Isom's have agreed to sign this document when it is available. Only upon signing the annexation agreement and paying associated fees and invoices from Hyrum City will work commence on installation of service from Hyrum City Power. We initiated the step to seek approvals from Rocky Mountain Power and the Public Utility Commission a couple weeks ago. We are still currently waiting to hear from Rocky Mountain Power for approvals from them and the Public Utility Commission. At this point I am seeking approval to move forward with this request.

Recommendation:

Larry Coleman, Power Superintendent, is recommending approval of an electrical connection for parcel 01-061-0044 located at 6520 South 1800 West

City Council Meeting Details:

- Meeting Date: October 1, 2026
- Council Role: Discussion and Approval

Attachments: 5

- Application request for utility connection
- Load data sheet
- site plan from Cache County
- Cache County building permit
- Proposed electrical for property

APPLICATION FOR ELECTRICAL UTILITY SERVICE CONNECTION



(Out-of-Boundary / Unincorporated Cache County)

APPLICANT & PROPERTY INFORMATION

- Applicant Name / Entity: Hans Isom
- Contact Name (if Entity): _____
- Billing Address: 6291 South 1800 West Hyrum UT 84319
- Phone Number: 435-881-9716 Email: pilotisom@gmail.com
- Property Parcel ID (Tax ID): 01-061-0044
- Site Physical Address: 6520 South 1800 West Hyrum UT 84319
- County Zoning / Designation: _____

SERVICE REQUEST DETAILS

- Service Type: ☒ New Connection ☐ Service Upgrade ☐ Temporary Construction Power
- Occupancy / Use: ☒ Single-Family Residential ☐ Commercial ☐ Industrial ☐ Agricultural
- Requested Service Capacity:
 - Amperage: ☐ 200A ☐ 400A ☐ Other: _____ A
 - Voltage / Phase: ☐ 120/240V, 1-Phase ☐ 120/208V, 3-Phase ☐ 277/480V, 3-Phase
 - Service Entry: ☐ Overhead ☐ Underground

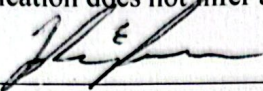
OUT-OF-BOUNDARY COMPLIANCE CHECKLIST

- ☐ Load Data Sheet: Completed and attached (Residential or Commercial Load Data Sheet).
- ☐ County Building Permit / Zoning Clearance: Approved permit documentation from Cache County Development Services attached.
- ☐ Site & Civil Plan: Scaled site plan attached showing property boundaries, proposed building location, preferred transformer site, and utility easements.
- ☐ Annexation / Out-of-City Utility Agreement: Acknowledged that connections outside city boundaries require City Council approval, utility extension agreement, and line extension fees.

APPLICANT ACKNOWLEDGMENT & SIGNATURE

1. The applicant agrees to pay all applicable design, inspection, infrastructure, and out-of-city service fees required by Hyrum City Power & Light.

2. Construction and installation must strictly adhere to Hyrum City Power Electric Construction Standards and national electrical codes.
3. Final power connection will not occur until Cache County performs and passes all required site inspections.
4. All requests will be subject to Hyrum City Ordinance 26-18 and City Code 13.16.235.
5. Submission of this application does not infer any approvals have been given.

Applicant Signature:  Date: 9-21-26

SUBMISSION INSTRUCTIONS

Submit this completed form along with required attachments to the Hyrum City Power Department:

- **Email:** hyrumpower@hyrumcity.gov
- **In Person / Mail:** Hyrum City Office, 60 West Main Street, Hyrum, UT 84319
- **Phone Enquiries:** 435-245-6033

larry.coleman@hyrumcity.gov

26-18

FOR DEPARTMENT USE ONLY																																																																																																																																																																	
Owner's Name Isom, Hans Mailing Address 6291 S 1800 W City Hyrum State UT Zip 84319 Phone 435-881-9716 Building Use Move existing res to new four Value 300,000 Location County-Hyrum	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">Locality County-Hyrum</td> <td>Date Issued 8/14/2026</td> <td>Receipt No. 23060</td> <td>Permit No. 15642</td> </tr> <tr> <td colspan="2">Name Hans Isom</td> <td colspan="2">Plan Check Fee + 282.44</td> <td>Occupancy Bond Fee + 0.00</td> </tr> <tr> <td colspan="2">Building Address 6520 S 1800 W</td> <td colspan="2">Base Fee + 2,242.65</td> <td>State Fee + 22.43</td> </tr> <tr> <td>New</td> <td>☒ Addition</td> <td colspan="2">Deposit Paid - 0.00</td> <td>Total Building Fee 2,547.52</td> </tr> <tr> <td colspan="2">Alterations</td> <td colspan="2">Move</td> <td>☒</td> </tr> <tr> <td colspan="5">Use of Bldg. Single Dwelling</td> </tr> <tr> <td colspan="5">Dim. of Bldg. 44'3"x36'6"</td> </tr> <tr> <td colspan="5">Sq. Footage 1228</td> </tr> <tr> <td colspan="2">Height</td> <td colspan="3">No. of Families 1</td> </tr> <tr> <td colspan="2">Lot Size .75 Acres</td> <td colspan="3">Lot Dim.</td> </tr> <tr> <td colspan="2">Parcel Number 01-061-0044</td> <td colspan="3">Zone A10</td> </tr> <tr> <td colspan="2">Setback (front) 60'</td> <td colspan="3">Setback (side if corner lot) 65'4"</td> </tr> <tr> <td colspan="2">Side Yard (left facing building)</td> <td colspan="3">Side Yard (right facing building) 40'</td> </tr> <tr> <td colspan="2">Base 2,242.65</td> <td colspan="3">State 22.43</td> </tr> <tr> <td colspan="2">County 2,242.65</td> <td colspan="3">City 0.00</td> </tr> <tr> <td colspan="5" style="text-align: center;">SPECIFICATIONS</td> </tr> <tr> <td colspan="2">Footings</td> <td colspan="3">per engineer</td> </tr> <tr> <td colspan="2">Foundation</td> <td colspan="3">per engineer</td> </tr> <tr> <td colspan="2">Depth in Ground</td> <td colspan="3">30 inches minimum frost</td> </tr> <tr> <td colspan="2">Ext. Walls</td> <td colspan="3">existing</td> </tr> <tr> <td colspan="2">Floor Joist</td> <td colspan="3">existing</td> </tr> <tr> <td colspan="2">Roof Framing</td> <td colspan="3">existing</td> </tr> <tr> <td colspan="2">Roof Covering</td> <td colspan="3">existing</td> </tr> <tr> <td colspan="2">Water</td> <td colspan="3">private well</td> </tr> <tr> <td colspan="2">Sewage</td> <td colspan="3">Septic</td> </tr> <tr> <td colspan="2">Sprinklers Required</td> <td colspan="3">Tank Size (Gal.)</td> </tr> <tr> <td colspan="2">Water Tank Required</td> <td colspan="3"></td> </tr> <tr> <td colspan="5">Occupancy Group / Division R 3</td> </tr> <tr> <td colspan="5">Maximum Occupancy</td> </tr> <tr> <td colspan="5">Construction Type V B</td> </tr> <tr> <td colspan="5" style="text-align: center;">SPECIAL INFORMATION OR RESTRICTIONS</td> </tr> <tr> <td colspan="5">This permit is for moving an existing log home onto a new parcel placed on new footings and foundation. All work to meet current building codes. It is the owner and contractors responsibility to accurately place the structure within the property setback requirements. A county stamped plan must be on site during all inspections. See notes on plan.</td> </tr> </table>	Locality County-Hyrum		Date Issued 8/14/2026	Receipt No. 23060	Permit No. 15642	Name Hans Isom		Plan Check Fee + 282.44		Occupancy Bond Fee + 0.00	Building Address 6520 S 1800 W		Base Fee + 2,242.65		State Fee + 22.43	New	☒ Addition	Deposit Paid - 0.00		Total Building Fee 2,547.52	Alterations		Move		☒	Use of Bldg. Single Dwelling					Dim. of Bldg. 44'3"x36'6"					Sq. Footage 1228					Height		No. of Families 1			Lot Size .75 Acres		Lot Dim.			Parcel Number 01-061-0044		Zone A10			Setback (front) 60'		Setback (side if corner lot) 65'4"			Side Yard (left facing building)		Side Yard (right facing building) 40'			Base 2,242.65		State 22.43			County 2,242.65		City 0.00			SPECIFICATIONS					Footings		per engineer			Foundation		per engineer			Depth in Ground		30 inches minimum frost			Ext. Walls		existing			Floor Joist		existing			Roof Framing		existing			Roof Covering		existing			Water		private well			Sewage		Septic			Sprinklers Required		Tank Size (Gal.)			Water Tank Required					Occupancy Group / Division R 3					Maximum Occupancy					Construction Type V B					SPECIAL INFORMATION OR RESTRICTIONS					This permit is for moving an existing log home onto a new parcel placed on new footings and foundation. All work to meet current building codes. It is the owner and contractors responsibility to accurately place the structure within the property setback requirements. A county stamped plan must be on site during all inspections. See notes on plan.				
Locality County-Hyrum		Date Issued 8/14/2026	Receipt No. 23060	Permit No. 15642																																																																																																																																																													
Name Hans Isom		Plan Check Fee + 282.44		Occupancy Bond Fee + 0.00																																																																																																																																																													
Building Address 6520 S 1800 W		Base Fee + 2,242.65		State Fee + 22.43																																																																																																																																																													
New	☒ Addition	Deposit Paid - 0.00		Total Building Fee 2,547.52																																																																																																																																																													
Alterations		Move		☒																																																																																																																																																													
Use of Bldg. Single Dwelling																																																																																																																																																																	
Dim. of Bldg. 44'3"x36'6"																																																																																																																																																																	
Sq. Footage 1228																																																																																																																																																																	
Height		No. of Families 1																																																																																																																																																															
Lot Size .75 Acres		Lot Dim.																																																																																																																																																															
Parcel Number 01-061-0044		Zone A10																																																																																																																																																															
Setback (front) 60'		Setback (side if corner lot) 65'4"																																																																																																																																																															
Side Yard (left facing building)		Side Yard (right facing building) 40'																																																																																																																																																															
Base 2,242.65		State 22.43																																																																																																																																																															
County 2,242.65		City 0.00																																																																																																																																																															
SPECIFICATIONS																																																																																																																																																																	
Footings		per engineer																																																																																																																																																															
Foundation		per engineer																																																																																																																																																															
Depth in Ground		30 inches minimum frost																																																																																																																																																															
Ext. Walls		existing																																																																																																																																																															
Floor Joist		existing																																																																																																																																																															
Roof Framing		existing																																																																																																																																																															
Roof Covering		existing																																																																																																																																																															
Water		private well																																																																																																																																																															
Sewage		Septic																																																																																																																																																															
Sprinklers Required		Tank Size (Gal.)																																																																																																																																																															
Water Tank Required																																																																																																																																																																	
Occupancy Group / Division R 3																																																																																																																																																																	
Maximum Occupancy																																																																																																																																																																	
Construction Type V B																																																																																																																																																																	
SPECIAL INFORMATION OR RESTRICTIONS																																																																																																																																																																	
This permit is for moving an existing log home onto a new parcel placed on new footings and foundation. All work to meet current building codes. It is the owner and contractors responsibility to accurately place the structure within the property setback requirements. A county stamped plan must be on site during all inspections. See notes on plan.																																																																																																																																																																	
BUILDING CONTRACTOR Name Yorgason Homes Address 60 E 300 S City Hyrum State UT Zip 84319 Phone 435-770-4410 License Number 12808368-5501	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Bldg.</td> <td>Area</td> <td>Valuation</td> </tr> <tr> <td>Main</td> <td>1,228</td> <td>184,200.00</td> </tr> <tr> <td>Upper</td> <td>0</td> <td>0.00</td> </tr> <tr> <td>Bsmt.</td> <td>1,228</td> <td>98,240.00</td> </tr> <tr> <td>Garage</td> <td>0</td> <td>0.00</td> </tr> <tr> <td>Deck</td> <td>0</td> <td>0.00</td> </tr> <tr> <td>Patio</td> <td>0</td> <td>0.00</td> </tr> <tr> <td></td> <td>0</td> <td>0.00</td> </tr> <tr> <td>Elec.</td> <td>2,456</td> <td>98.24</td> </tr> <tr> <td>Mech.</td> <td>3</td> <td>45.00</td> </tr> <tr> <td>Plumb.</td> <td>12</td> <td>84.00</td> </tr> <tr> <td>Base</td> <td>0.00</td> <td></td> </tr> <tr> <td></td> <td>227.24</td> <td>282,440.00</td> </tr> </table>	Bldg.	Area	Valuation	Main	1,228	184,200.00	Upper	0	0.00	Bsmt.	1,228	98,240.00	Garage	0	0.00	Deck	0	0.00	Patio	0	0.00		0	0.00	Elec.	2,456	98.24	Mech.	3	45.00	Plumb.	12	84.00	Base	0.00			227.24	282,440.00																																																																																																																									
Bldg.	Area	Valuation																																																																																																																																																															
Main	1,228	184,200.00																																																																																																																																																															
Upper	0	0.00																																																																																																																																																															
Bsmt.	1,228	98,240.00																																																																																																																																																															
Garage	0	0.00																																																																																																																																																															
Deck	0	0.00																																																																																																																																																															
Patio	0	0.00																																																																																																																																																															
	0	0.00																																																																																																																																																															
Elec.	2,456	98.24																																																																																																																																																															
Mech.	3	45.00																																																																																																																																																															
Plumb.	12	84.00																																																																																																																																																															
Base	0.00																																																																																																																																																																
	227.24	282,440.00																																																																																																																																																															
PLUMBER Name Drew Evans Davis Address 259 W 470 N City Smithfield State UT Zip 84335 Phone 435-999-8058 License Number 11785670-5519	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">APPROVALS</td> </tr> <tr> <td colspan="2" style="text-align: center;">PLANS CHECKED</td> </tr> <tr> <td>Date</td> <td>By</td> </tr> <tr> <td>8/13/2026</td> <td>Brian Abbott</td> </tr> <tr> <td colspan="2" style="text-align: center;">SANITATION DEPARTMENT</td> </tr> <tr> <td>Date</td> <td>By</td> </tr> <tr> <td>7/14/2026</td> <td>Bear River Health</td> </tr> <tr> <td colspan="2" style="text-align: center;">ZONING</td> </tr> <tr> <td>Date</td> <td>By</td> </tr> <tr> <td>7/30/2026</td> <td>Cache County P&Z</td> </tr> <tr> <td colspan="2" style="text-align: center;">BUILDING DEPARTMENT</td> </tr> <tr> <td>Date</td> <td>By</td> </tr> <tr> <td>8/14/2026</td> <td>Mimi Calverley</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSPECTIONS</td> </tr> <tr> <td colspan="2" style="text-align: center;">24 HOUR NOTICE - (435) 755-1650</td> </tr> <tr> <td colspan="2"> 1. Footing Steel 2. Foundation Steel 3. Underground Drainage 4. Early Power 5. Rough Frame 6. Rough Mechanical 7. Rough Electrical 8. Rough Plumbing 9. Final Inspection </td> </tr> </table>	APPROVALS		PLANS CHECKED		Date	By	8/13/2026	Brian Abbott	SANITATION DEPARTMENT		Date	By	7/14/2026	Bear River Health	ZONING		Date	By	7/30/2026	Cache County P&Z	BUILDING DEPARTMENT		Date	By	8/14/2026	Mimi Calverley	INSPECTIONS		24 HOUR NOTICE - (435) 755-1650		1. Footing Steel 2. Foundation Steel 3. Underground Drainage 4. Early Power 5. Rough Frame 6. Rough Mechanical 7. Rough Electrical 8. Rough Plumbing 9. Final Inspection																																																																																																																																	
APPROVALS																																																																																																																																																																	
PLANS CHECKED																																																																																																																																																																	
Date	By																																																																																																																																																																
8/13/2026	Brian Abbott																																																																																																																																																																
SANITATION DEPARTMENT																																																																																																																																																																	
Date	By																																																																																																																																																																
7/14/2026	Bear River Health																																																																																																																																																																
ZONING																																																																																																																																																																	
Date	By																																																																																																																																																																
7/30/2026	Cache County P&Z																																																																																																																																																																
BUILDING DEPARTMENT																																																																																																																																																																	
Date	By																																																																																																																																																																
8/14/2026	Mimi Calverley																																																																																																																																																																
INSPECTIONS																																																																																																																																																																	
24 HOUR NOTICE - (435) 755-1650																																																																																																																																																																	
1. Footing Steel 2. Foundation Steel 3. Underground Drainage 4. Early Power 5. Rough Frame 6. Rough Mechanical 7. Rough Electrical 8. Rough Plumbing 9. Final Inspection																																																																																																																																																																	
ELECTRICIAN Name K & S Electric Address 71 N 760 E City Hyde Park State UT Zip 84318 Phone 435-770-8101 License Number 10316408-5501																																																																																																																																																																	
ARCHITECT or ENGINEER Name Ryan Lemon Address 612 S 600 E City River Heights State UT Zip 84321 Phone 435-764-2607 License Number 8668330-0301																																																																																																																																																																	
I / we the undersigned, acting as owner or as the duly appointed representative, understand and agree to the following: 1) all construction will comply to adopted codes as permitted herein and be in compliance with adopted zoning ordinances; 2) are familiar with the present services at the building site and I / we are responsible for any changes including, but not limited to road maintenance, snow removal, school busing, garbage removal, etc. which change may be caused by this construction; 3) accept full responsibility and liability for the structure / work authorized hereon and relieve city / county or their agents of any expressed or implied liability. Furthermore, should we relinquish ownership we agree to inform any future purchaser of these conditions and notify them of their obligation to do the same in the event that they should sell. Date 7/30/2026 Signature _____ by _____																																																																																																																																																																	

CACHE COUNTY GOVERNMENT
179 NORTH MAIN
LOGAN UT 84321 435-755-1700

Receipt No: 5.000023060 Aug 14, 2026

HANS ISOM

Previous Balance:	.00
LICENSES & PERMITS - BUILDING PERMITS	2,242.65
200-32-21000 BUILDING PERMITS	
LICENSES & PERMITS - 1% SURCHARGE BUILDING PERMITS	22.43
200-32-21200 1% SURCHARGE BUILDING PERMITS	
LICENSES & PERMITS - PLAN CHECK FEES	282.44
200-32-21100 PLAN CHECKING FEES	
Total:	2,547.52
ACH DEPOSIT - ZIONS	2,547.52
Payor: SOUTHRIDGE MEADOWS	
Total Applied:	2,547.52
Change Tendered:	.00

08/14/2026 2:34 PM

Cache County Development Services

Development Services	\$2,547.52
Processing Fee	\$0.49
TOTAL	\$2,548.01

08/14/2026 02:36 pm

B*8770
Ref: 6a7f7c38-SIP-03987
Transaction ID: Event-3389
Account: Meadows-B*8770
Name: Southridge Meadows

X _____
Southridge Meadows

Merchant Copy

Cache County Development Services
179 North Main St. Suite 305
Logan, UT 84321
435-755-1640

Thank-you.

Ryan W. Lemon
Architect
612 S. 600 E., RIVER HEIGHTS, UT 84321
PHONE: 435.764.2607

ISOM RESIDENCE
6520 S 1800 W,
HYRUM, UT 84339

PLOT PLAN

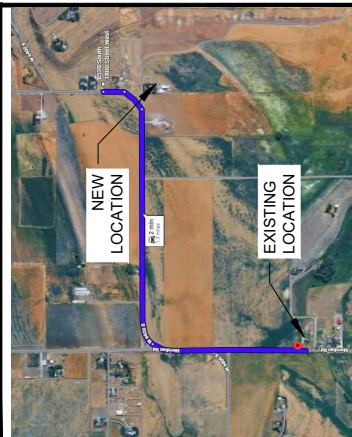
A-0



PROJECT SCOPE

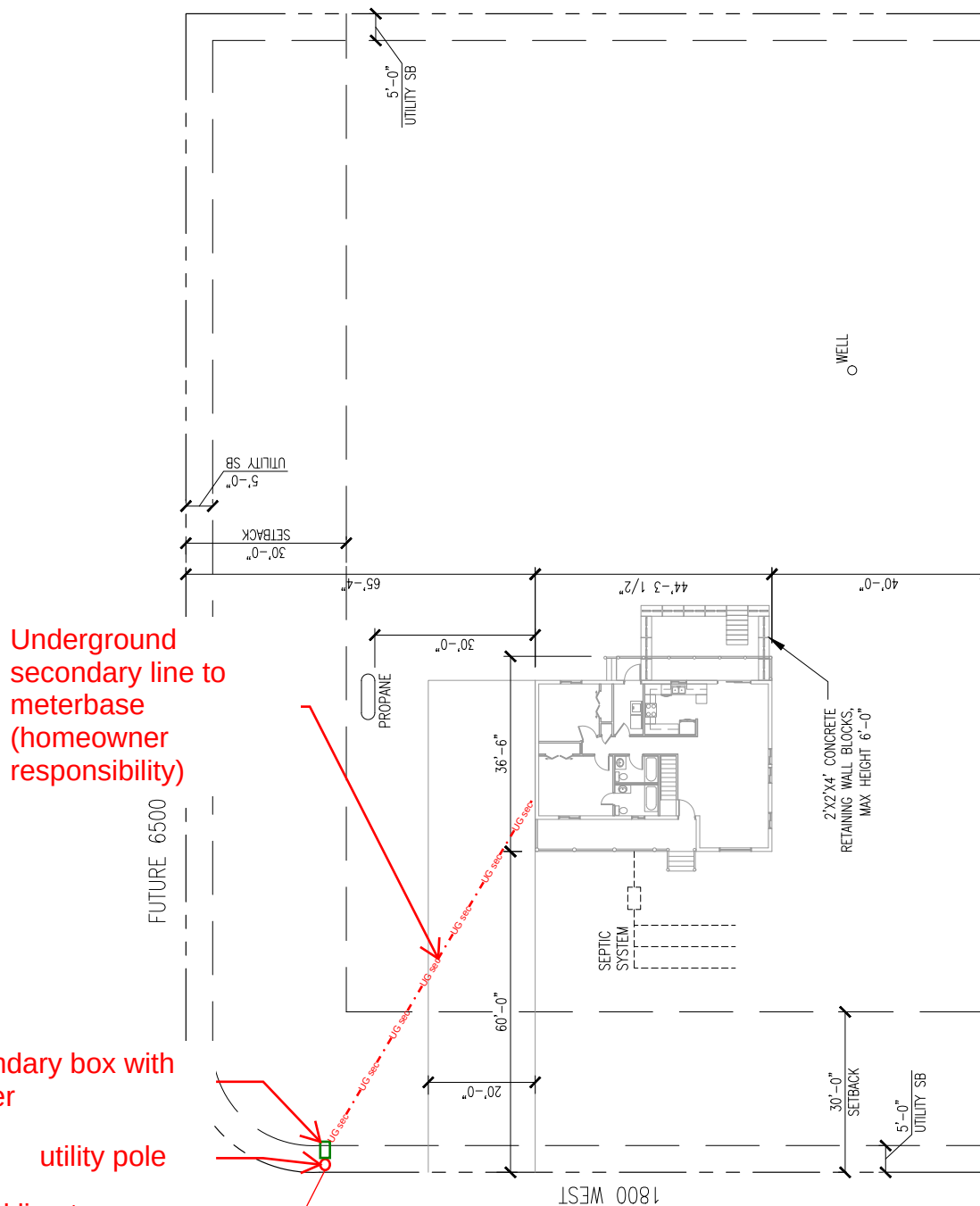
AN EXISTING LOG HOME IS TO BE RELOCATED FROM 6972 S 2400 W, WELLSVILLE, TO ~6520 S 1800 W, HYRUM (PARCEL #01-061-0044)

A NEW BASEMENT FOUNDATION WILL BE CONSTRUCTED ON THE VACANT HYRUM LOT. A PROFESSIONAL HOUSE MOVER WILL LIFT THE EXISTING LOG HOME OFF OF THE EXISTING FOUNDATION AND TRANSPORT IT APPROX. 1.3 MILES AND PLACE IT ON THE NEW FOUNDATION.



VICINITY MAP
NTS.

County Approval Stamp



PLOT PLAN
SCALE: 1" = 20'



**HYRUM CITY ELECTRICAL DEPARTMENT
RESIDENTIAL ELECTRIC POWER SERVICE REQUEST**

PAGE 2

**LOAD DATA SHEET
SINGLE FAMILY RESIDENTIAL STRUCTURE
Underground/Overhead Electric Service Feed**

Architect/Engineer/Builder/Contractor:

Please submit this form for each single-family residential structure to be served by Hyrum City Power by means of an underground or overhead service wire. Using the NEC code to size the service wire is acceptable. However, Hyrum City can potentially use the information submitted on this sheet to de-rate the wire size upon request. Also, this form is necessary for Hyrum City to track the required inspections. **Hyrum City will NOT perform any inspections without this form.** Submit the form by email: hyrumpower@hyrumcity.com, by fax 435-245-4758, or by delivery to the address 60 West Main, Hyrum, UT. By signing this document, you are hereby acknowledging that the information provided is accurate and that you take responsibility for this information up to and including financial cost for the replacement of Hyrum City equipment due to any inaccuracies contained herein. If you have any questions you can call 435-245-6033.

Contractor Contact Information:

Contractor/consultant name Dallas Yorgason
 Contact person Dallas Yorgason Day phone # 435-770-4410
 Cell phone # _____ Fax # _____ Best contact time ☒ a.m. ☐ p.m.
 E-mail address: _____

Customer (Owner) Contact Information *Complete this section if owner and contractor are separate individuals*

Name Hans Isom
 Mailing address 6291 South 1800 West City, State Zip Hyrum UT 84319
 Day phone # _____ Cell phone # 435-881-9716 Best contact time ☒ a.m. ☐ p.m.
 E-mail address: pilotisom@gmail.com

Service Information *This section is required*

New service address 6520 South 1800 West City, State Zip Hyrum UT 84319
 New service address coordinates (if applicable) _____

Subdivision name _____ Phase _____ Lot # _____ Block # _____
 If known, nearest pole or padmount # (pole/equipment tag, 10 or 12 digits) _____

Service panel size: ☐ 150 Amp ☒ 200 Amp ☐ 400 Amp Size of building: 2,600 total sq. ft.

Distance between service hookup (power source) and meter equipment: _____ ft.

Special conditions and/or requests _____

Main source of heat: ☐ gas ☒ propane ☐ electric If electric: ☐ heat pump (____ tons) ☐ furnace
 If air conditioning: ☐ evaporative cooler ☐ central air (____ tons) ☐ heat pump (____ tons) ☐ other

Would you like Hyrum City Electrical Department to determine the size of the underground service wire?
☒ Yes ☐ No

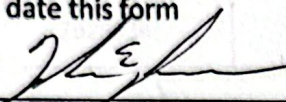
HYRUM CITY ELECTRICAL DEPARTMENT
RESIDENTIAL ELECTRIC POWER SERVICE REQUEST

PAGE 3

Expected building completion date (mm/dd/yyyy) 10/⁰⁶~~04~~/2026

It is important to provide the most accurate information available as it is used to design the facilities to serve your requested load. You may want to consult a licensed electrician or engineer prior to providing the information. Changes to load after submitting this information may delay design and potentially impact cost.

Please sign and date this form


Applicant or representative signature

9-23-2026

Date

Please email or fax completed form to: hyrumpower@hyrumcity.com, by fax 435-245-4758,
or delivery to 60 West Main, Hyrum, UT. If you have any questions you can call 435-245-6033.



A-0

PLOT PLAN

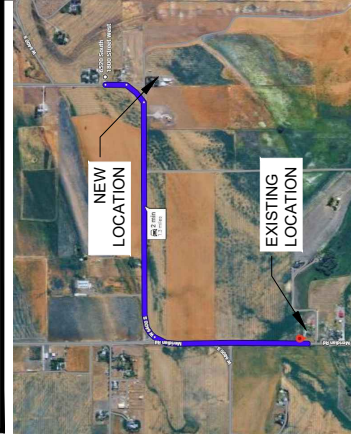
ISOM RESIDENCE
6520 S 1800 W,
HYRUM, UT 84339

Ryan W. Lemon
Architect
612 S. 600 E. RIVER HEIGHTS, UT 84321
PHONE: 435.764.2607

PROJECT SCOPE

AN EXISTING LOG HOME IS TO BE RELOCATED FROM 6972 S 2400 W, WELLSVILLE, TO ~6520 S 1800 W, HYRUM (PARCEL #01-061-0044)

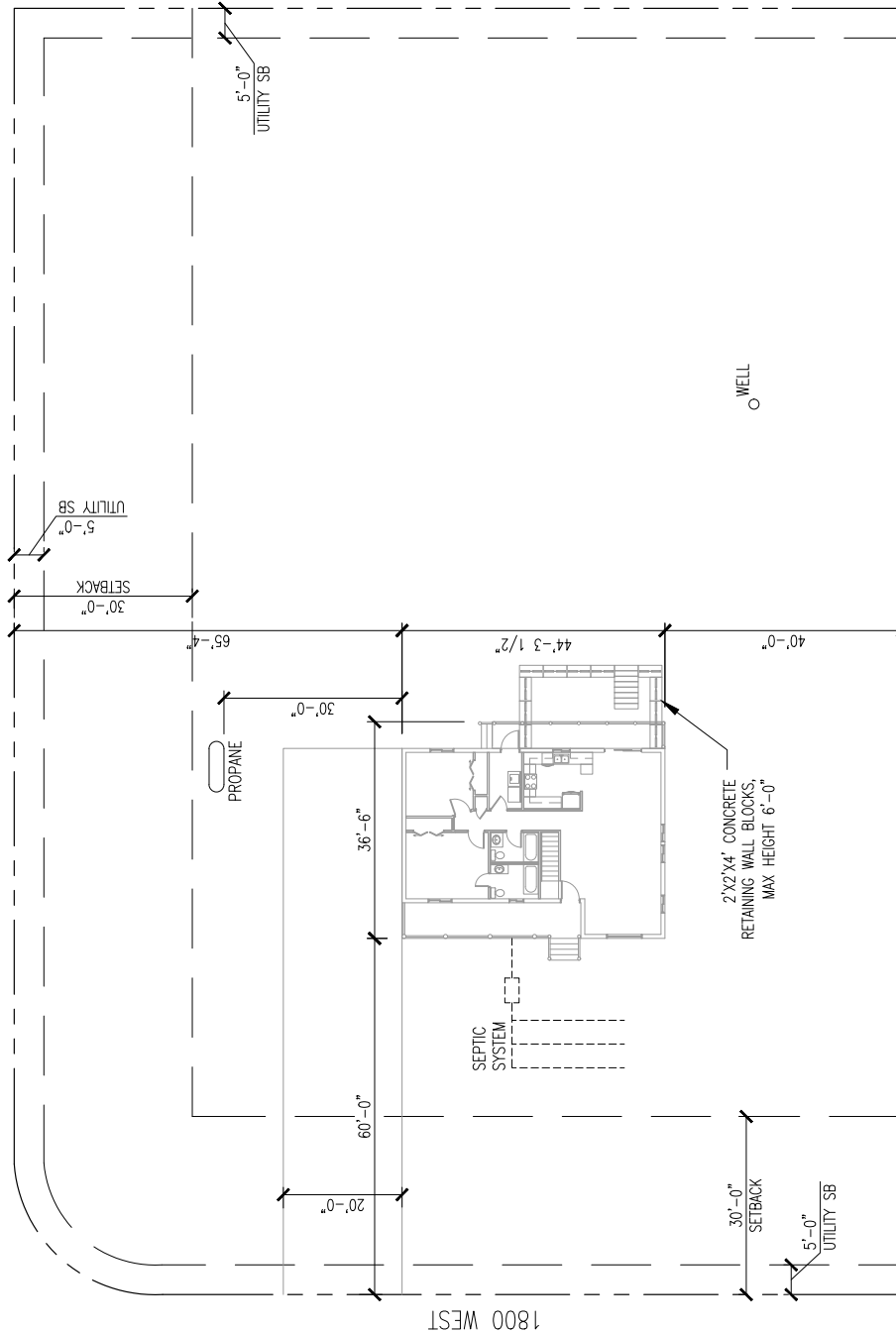
A NEW BASEMENT FOUNDATION WILL BE CONSTRUCTED ON THE VACANT HYRUM LOT. A PROFESSIONAL HOUSE MOVER WILL LIFT THE EXISTING LOG HOME OFF OF THE EXISTING FOUNDATION AND TRANSPORT IT APPROX. 1.3 MILES AND PLACE IT ON THE NEW FOUNDATION.



VICINITY MAP

NTS.

FUTURE 6500 SOUTH



PLOT PLAN
SCALE: 1" = 20'





60 West Main Street
Hyrum, Utah 84319
Ph. (435) 245-6033
www.hyrumcity.gov

City Council Agenda Information

To: Mayor Miller and City Council

From: Todd Perkins, Treasurer

Date: September 25, 2026

Subject: **Consideration and approval of Hyrum City Park Roadway Improvement Project/Canyon Park Parking Lot.**

Summary: Bids were received on September 20th for of Hyrum City Park Roadway Improvement Project/Canyon Park Parking Lot.

Recommendation:

As staff we recommend awarding the bid to Staker Parson. Staker Parson are the low bidder at \$198,781.00 and have completed other jobs for the City that have exceeded our expectations. The recommendation is also based on JUB Engineers extensive review of the bids.

Attachments:

1. Award Recommendation letter/bid tabulation
2. Five bids.

HELPING EACH OTHER
CREATE BETTER COMMUNITIES

J-U-B FAMILY OF COMPANIES



THE
LANGDON
GROUP



J-U-B ENGINEERS, INC.



GATEWAY
MAPPING
INC.

MEMORANDUM

DATE: 9-22-2026
TO: Kade Maughan – Hyrum City, Todd Perkins – Hyrum City
CC: Paul Willardson – J-U-B Engineers
FROM: Parker Achenbach – J-U-B Engineers
SUBJECT: Hyrum City Park Road Project Bid Results

Competitive bids were received and opened on September 22, 2026, for the Hyrum City Park Road Project. The bidders and their total bids are outlined below and shown in the attached Bid Tabulation.

- Staker Parson - \$198,781.00
- LeGrand Johnson - \$215,473.66
- Birch Creek Excavation - \$232,090.00
- Post Asphalt - \$238,625.00
- Juniper Earthworks - \$309,819.25

We have performed our review of the bid information and have found that all have provided adequate acknowledgement of the issued addendums, Contractor's license numbers, and bid bond. LeGrand Johnson's bid had a calculation error, but the corrected total of \$213,024.92 does not change the apparent low bidder. Also, the first three bid items in Juniper Earthworks' bid are missing. Therefore their total bid price could not be verified.

It is our recommendation that Hyrum City award the project to Staker Parson as they are the apparent low bidder on the project and appear to be in adherence to all other requirements.

If you have any questions, please feel free to contact me.

Bid Tabulation

Client Hyrum City
 Project: Hyrum City Park Road
 Project #: 57-23-005-011
 Date: September 22, 2026

Item #	Description	Unit	Estimated Quantity	Staker Parson		LeGrand Johnson		Birch Creek Excavation		Post Asphalt		Juniper Earthworks	
				Bid Unit Price 1	Bid Total Price 1	Bid Unit Price 2	Bid Total Price 2	Bid Unit Price 3	Bid Total Price 3	Bid Unit Price 4	Bid Total Price 4	Bid Unit Price 5	Bid Total Price 5
1	Mobilization	Lump Sum	1	\$ 15,100.00	\$ 15,100.00	\$ 18,544.25	\$ 18,544.25	\$ 21,250.00	\$ 21,250.00	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -
2	Traffic Control	Lump Sum	1	\$ 10,200.00	\$ 10,200.00	\$ 6,450.00	\$ 6,450.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -
3	Storm Water Pollution Prevention Plan (SWPPP)	Lump Sum	1	\$ 7,100.00	\$ 7,100.00	\$ 6,950.00	\$ 6,950.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -
4	Remove Asphalt	Square Yard	3,360	\$ 2.65	\$ 8,904.00	\$ 1.47	\$ 4,939.20	\$ 5.85	\$ 19,656.00	\$ 4.50	\$ 15,120.00	\$ 6.55	\$ 22,008.00
5	Roadway Excavation (Plan Quantity)	Cubic Yard	500	\$ 17.50	\$ 8,750.00	\$ 15.10	\$ 7,550.00	\$ 15.00	\$ 7,500.00	\$ 28.00	\$ 14,000.00	\$ 37.18	\$ 18,590.00
6	Remove and Dispose of Tree Stump	Each	6	\$ 850.00	\$ 5,100.00	\$ 711.88	\$ 4,271.28	\$ 2,300.00	\$ 13,800.00	\$ 1,500.00	\$ 9,000.00	\$ 642.08	\$ 3,852.48
7	Remove and Dispose of Existing Concrete and Other Debris	Lump Sum	1	\$ 3,765.00	\$ 3,765.00	\$ 5,626.30	\$ 5,626.30	\$ 7,100.00	\$ 7,100.00	\$ 5,000.00	\$ 5,000.00	\$ 10,032.31	\$ 10,032.31
8	Import Fill Material	Cubic Yard	150	\$ 37.00	\$ 5,550.00	\$ 55.98	\$ 8,397.00	\$ 38.00	\$ 5,700.00	\$ 80.00	\$ 12,000.00	\$ 58.73	\$ 8,809.50
9	Install Recycled Asphalt Pavement (RAP)	Cubic Yard	420	\$ 41.60	\$ 17,472.00	\$ 37.63	\$ 15,804.60	\$ 55.00	\$ 23,100.00	\$ 29.00	\$ 12,180.00	\$ 34.61	\$ 14,536.20
10	APWA HMA 1 1/2" Mix	Ton	620	\$ 111.75	\$ 69,285.00	\$ 108.53	\$ 67,288.60	\$ 115.00	\$ 71,300.00	\$ 125.00	\$ 77,500.00	\$ 140.00	\$ 86,800.00
11	Concrete Curb	Feet	350	\$ 39.75	\$ 13,912.50	\$ 44.95	\$ 15,732.50	\$ 39.50	\$ 13,825.00	\$ 55.00	\$ 19,250.00	\$ 69.85	\$ 24,447.50
12	Concrete Curb to Existing Wall Transition	Lump Sum	1	\$ 1,175.00	\$ 1,175.00	\$ 1,800.00	\$ 1,800.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,898.50	\$ 3,898.50
13	6" Concrete Flatwork	Square Foot	470	\$ 13.45	\$ 6,321.50	\$ 12.74	\$ 5,987.80	\$ 13.50	\$ 6,345.00	\$ 15.00	\$ 7,050.00	\$ 22.46	\$ 10,556.20
14	UDOT Import Fill Material	Cubic Yard	30	\$ 70.80	\$ 2,124.00	\$ 159.34	\$ 4,780.20	\$ 45.00	\$ 1,350.00	\$ 100.00	\$ 3,000.00	\$ 133.78	\$ 4,013.40
15	UDOT Untreated Base Course (UTBC)	Cubic Yard	15	\$ 70.80	\$ 1,062.00	\$ 54.43	\$ 816.45	\$ 50.00	\$ 750.00	\$ 100.00	\$ 1,500.00	\$ 210.07	\$ 3,151.05
16	UDOT HMA	Ton	20	\$ 151.00	\$ 3,020.00	\$ 444.26	\$ 8,885.20	\$ 152.00	\$ 3,040.00	\$ 175.00	\$ 3,500.00	\$ 287.50	\$ 5,750.00
17	Concrete Bumper Curbs	Each	6	\$ 300.00	\$ 1,800.00	\$ 228.38	\$ 1,370.28	\$ 250.00	\$ 1,500.00	\$ 300.00	\$ 1,800.00	\$ 592.25	\$ 3,553.50
18	Concrete Fence Wall	Feet	43	\$ 290.00	\$ 12,470.00	\$ 349.82	\$ 15,042.26	\$ 388.00	\$ 16,684.00	\$ 375.00	\$ 16,125.00	\$ 1,003.71	\$ 43,159.53
19	Topsoil and Seeding	Square Yard	1,050	\$ 5.40	\$ 5,670.00	\$ 12.18	\$ 12,789.00	\$ 7.80	\$ 8,190.00	\$ 22.00	\$ 23,100.00	\$ 12.00	\$ 12,600.00
Total Bid Price				\$	\$ 198,781.00	\$	\$ 213,024.92	\$	\$ 232,090.00	\$	\$ 238,625.00	\$	\$ 275,758.17

SECTION 00 41 43
BID FORM FOR CONSTRUCTION CONTACT

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

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

In person:

Hyrum City

60 West Main

Hyrum, Utah 84319

By mail:

Hyrum City

Attn: Todd Perkins

60 West Main

Hyrum, Utah 84319

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

ARTICLE 2—ATTACHMENTS TO THIS BID

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

A. Required Bid security;

B. Contractor's License No.: 322131-5501 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

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

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	Lump Sum	1	\$ 21250 ⁰⁰	\$ 21250 ⁰⁰
2	Traffic Control	Lump Sum	1	\$ 5000 ⁰⁰	\$ 5000 ⁰⁰
3	Storm Water Pollution Prevention Plan (SWPPP)	Lump Sum	1	\$ 3500 ⁰⁰	\$ 3500 ⁰⁰

4	Remove Asphalt	Square Yard	3,360	\$ 5 ⁸⁵	\$ 19656 ⁰⁰
5	Roadway Excavation (Plan Quantity)	CY	500	\$ 15 ⁰⁰	\$ 7500 ⁰⁰
6	Remove and Dispose of Tree Stump	Each	6	\$ 2300 ⁰⁰	\$ 13800 ⁰⁰
7	Remove and Dispose of Existing Concrete and Other Debris	Lump Sum	1	\$ 7100 ⁰⁰	\$ 7100 ⁰⁰
8	Import Fill Material	Cubic Yard	150	\$ 38 ⁰⁰	\$ 5700 ⁰⁰
9	Install Recycled Asphalt Pavement (RAP)	Cubic Yard	420	\$ 55 ⁰⁰	\$ 23100 ⁰⁰
10	APWA HMA ½" Mix	Ton	620	\$ 115 ⁰⁰	\$ 71300 ⁰⁰
11	Concrete Curb	Feet	350	\$ 39 ⁵⁰	\$ 13825 ⁰⁰
12	Concrete Curb to Existing Wall Transition	Lump Sum	1	\$ 2500 ⁰⁰	\$ 2500 ⁰⁰
13	6" Concrete Flat Work	Square Foot	470	\$ 13 ⁵⁰	\$ 6345 ⁰⁰
14	UDOT Import Fill Material	Cubic Yard	30	\$ 45 ⁰⁰	\$ 1350 ⁰⁰
15	UDOT Untreated Base Course (UTBC)	Cubic Yard	15	\$ 50 ⁰⁰	\$ 750 ⁰⁰
16	UDOT HMA	Ton	20	\$ 152 ⁰⁰	\$ 3040 ⁰⁰
17	Concrete Bumper Curbs	Each	6	\$ 250 ⁰⁰	\$ 1500 ⁰⁰
18	8' Concrete Fence Wall	Feet	43	\$ 388 ⁰⁰	\$ 16684 ⁰⁰
19	Topsoil and Seeding	Square Yard	1050	\$ 780	\$ 8190 ⁰⁰
Total					\$ 232090 ⁰⁰

B. Bidder acknowledges that:

- Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

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

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

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

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

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
#1	9/17/2026

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

BIDDER hereby submits this Bid as set forth above:

Bidder:

BIRCH CREEK EXCAVATION
(typed or printed name of organization)

By:

[Signature]
(individual's signature)

Name:

SHAWN CRONQUIST
(typed or printed)

Title:

PRESIDENT
(typed or printed)

Date:

9/22/2026
(typed or printed)

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

Attest:

[Signature]
(individual's signature)

Name:

SHAWN CRONQUIST
(typed or printed)

Title:

PRESIDENT
(typed or printed)

Date:

9/22/2026
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

SHAWN CRONQUIST
(typed or printed)

Title:

PRESIDENT
(typed or printed)

Phone:

435-705-0129

Email:

BIRCHCREEKX@GMAIL.COM

Address:

Bidder's Contractor License No.: (if applicable) 322131 - 5501

AIA® Document A310™ – 2010
Bid Bond**CONTRACTOR:***(Name, legal status and address)*

Birch Creek Landscaping Inc
PO Box 311
Smithfield UT 84335

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

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962

OWNER:*(Name, legal status and address)*

Hyrum City
60 West Main Street
Hyrum UT 84319

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

Hyrum City Park Rd

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

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

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

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

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

Signed and sealed this 22nd day of September, 2026
Birch Creek Landscaping Inc

*(Principal)**(Witness)*

Megan Flint

*(Witness)**(Title)*

United States Fire Insurance Company

(Surety)

Vicki Sorensen

*(Seal)**(Title)* Vicki Sorensen / Attorney-in-Fact

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

12522

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

Brady Thorn, Vicki Sorensen, Adam Snow, Danielle Marchant, Katlyn Bigelow, Lori Clark, W. Douglas Snow, James Dickson, Ginger Farnsworth, Kim Russell, Brad Anderson, Budd Scow, Teresa Moore, Susan Childs, Corey Ford, Ashley Gallaher, Megan Flint

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

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

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

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

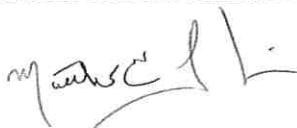
(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers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

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

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

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 20th day of May, 2024.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 20th day of May, 2024, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 60125833
My Commission Expires 4/7/2025



Melissa H. D'Alessio (Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 22nd Day of September 20 26

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President

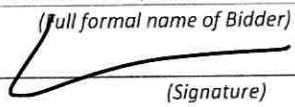
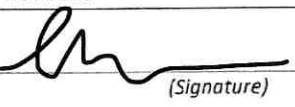
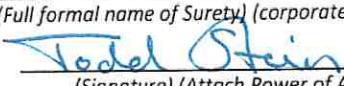
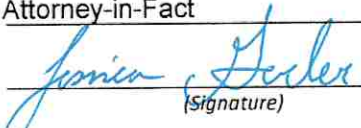


SECTION 00 43 13
BID BOND (PENAL SUM FORM)

Bidder Name: Address (principal place of business):	Surety Name: Address (principal place of business):
Owner Name: Hyrum City Address (principal place of business): 60 West Main Hyrum, UT 84319	Bid Project (name and location): Hyrum City Park Road, Hyrum City, Utah Bid Due Date: September 22, 2026
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder <u>BIRCHCREEK Excavation</u> (Full formal name of Bidder)	Surety <u>UNITED STATES FIRE Insurance Company</u> (Full formal name of Surety) (corporate seal)
By: <u>[Signature]</u> (Signature)	By: _____ (Signature) (Attach Power of Attorney)
Name: <u>SHAWN CROWLUST</u> (Printed or typed)	Name: _____ (Printed or typed)
Title: <u>PRESIDENT</u>	Title: _____
Attest: <u>[Signature]</u> (Signature)	Attest: _____ (Signature)
Name: <u>SHAWN CROWLUST</u> (Printed or typed)	Name: _____ (Printed or typed)
Title: <u>PRESIDENT</u>	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

**END
OF
THIS
BID**

SECTION 00 43 13
BID BOND (PENAL SUM FORM)

Bidder Name: Juniper Earthworks, LLC Address (principal place of business): 2853 Daines Way North Logan, UT 84341	Surety Name: Frankenmuth Insurance Company Address (principal place of business): One Mutual Avenue Frankenmuth, MI 48787
Owner Name: Hyrum City Address (principal place of business): 60 West Main Hyrum, UT 84319	Bid Project (name and location): Hyrum City Park Road, Hyrum City, Utah Bid Due Date: September 22, 2026
Bond Penal Sum: Five Percent of Amount Bid (5%) Date of Bond: September 10, 2026	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Juniper Earthworks, LLC (Full formal name of Bidder) By: <u></u> (Signature) Name: MCKAY WILSON (Printed or typed) Title: OWNER Attest: <u></u> (Signature) Name: MARYBETH WILSON (Printed or typed) Title: WITNESS	Surety Frankenmuth Insurance Company (Full formal name of Surety) (corporate seal) By: <u></u> (Signature) (Attach Power of Attorney) Name: Todd Stein (Printed or typed) Title: Attorney-in-Fact Attest: <u></u> (Signature) Name: Jessica Gerber (Printed or typed) Title: Account Executive
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



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

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

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

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

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

Surety Bond #: Bid Bond
Principal: Juniper Earthworks, LLC
Obligee: Hyrum City

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.

Frankenmuth Insurance Company

By *Frederick A. Edmond, Jr.*

Frederick A. Edmond, Jr.,
President and Chief Executive Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

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

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

Susan L. Fresorger

(Seal)

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

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

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 10th day of September, 2026.

Andrew H. Knudsen

Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

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

Frankenmuth Insurance Company and Subsidiaries

Consolidated Statutory Basis Statements of Admitted Assets, Liabilities, and Surplus (dollars in thousands)

December 31,	2025	2024
Admitted Assets		
Cash and Investments		
Bonds, at amortized cost	\$ 1,513,241	\$ 1,357,633
Preferred stocks, at estimated fair value or amortized cost	1,160	1,125
Common stocks, at estimated fair value	256,585	208,527
Investment in unconsolidated subsidiaries, at equity in net assets on a statutory basis	11,753	15,891
Real estate, at cost, less accumulated depreciation of \$28,084 and \$26,759 in 2025 and 2024, respectively	36,170	36,147
Cash, cash equivalents, and short-term investments	51,183	52,274
Other invested assets, at estimated fair value	166,887	144,113
Receivable from securities	-	525
Total Cash and Investments	2,036,979	1,816,235
Premiums Receivable, Net	428,841	374,344
Reinsurance Recoverable on Paid Losses and Loss Adjustment Expenses	13,415	11,270
Federal Income Tax Recoverable	1,783	2,023
Net Deferred Income Tax Asset	27,267	34,087
Data Processing Equipment, Net	1,535	1,333
Accrued Investment Income Receivable	12,807	10,944
Other Assets	551	1,698
Receivable from Subsidiaries	358	171
Total Admitted Assets	\$ 2,523,536	\$ 2,252,105
Liabilities and Surplus		
Liabilities		
Loss and loss adjustment expense reserves	\$ 855,765	\$ 745,327
Reinsurance payable on paid losses and loss adjustment expenses	851	170
Unearned premiums	609,429	549,292
Commissions and contingent commissions payable	69,266	51,444
Ceded reinsurance premiums payable	1,973	962
Payable to subsidiaries	-	1
Payable for securities	125	69
Advance premiums	7,821	8,238
Accounts payable and accrued expenses	63,549	56,141
Dividends payable to policyholders	2,536	2,151
Total Liabilities	1,611,315	1,413,795
Surplus		
General voluntary reserve	250	250
Common capital stock	100,000	100,000
Paid-in surplus	2,301	2,301
Unassigned surplus	809,670	735,759
Total Surplus	912,221	838,310
Total Liabilities and Surplus	\$ 2,523,536	\$ 2,252,105

See accompanying notes to consolidated statutory basis financial statements.

Company ID #2029
 NAIC #13986
 Amended - Name Change

State of Utah Insurance Department



Certificate of Authority

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

FRANKENMUTH INSURANCE COMPANY

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

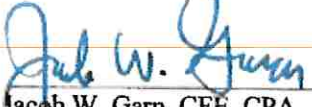
Bail Bond Surety	Liability	Marine & Transportation
Property	Surety	Vehicle Liability
		Workers Compensation

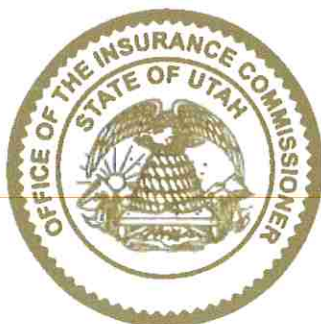
This Certificate is expressly conditioned upon the holder thereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of Utah as long as such laws or requirements are in effect and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

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

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

JONATHAN T. PIKE
 Insurance Commissioner

By 
 Jacob W. Garn, CFE, CPA
 Director, Financial Regulation



SECTION 00 41 43
BID FORM FOR CONSTRUCTION CONTACT

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

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

In person:

Hyrum City

60 West Main

Hyrum, Utah 84319

By mail:

Hyrum City

Attn: Todd Perkins

60 West Main

Hyrum, Utah 84319

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

ARTICLE 2—ATTACHMENTS TO THIS BID

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

A. Required Bid security;

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

4	Remove Asphalt	Square Yard	3,360	\$ 6.55	\$ 22,008.00
5	Roadway Excavation (Plan Quantity)	CY	500	\$ 37.18	\$ 18,590.00
6	Remove and Dispose of Tree Stump	Each	6	\$ 642.08	\$ 3,852.48
7	Remove and Dispose of Existing Concrete and Other Debris	Lump Sum	1	\$ 10,032.31	\$ 10,032.31
8	Import Fill Material	Cubic Yard	150	\$ 58.73	\$ 8,809.50
9	Install Recycled Asphalt Pavement (RAP)	Cubic Yard	420	\$ 34.61	\$ 14,536.20
10	APWA HMA ½" Mix	Ton	620	\$ 140.00	\$ 86,800.00
11	Concrete Curb	Feet	350	\$ 69.85	\$ 24,447.50
12	Concrete Curb to Existing Wall Transition	Lump Sum	1	\$ 3,898.50	\$ 3,898.50
13	6" Concrete Flat Work	Square Foot	470	\$ 22.46	\$ 10,556.20
14	UDOT Import Fill Material	Cubic Yard	30	\$ 133.78	\$ 4,013.40
15	UDOT Untreated Base Course (UTBC)	Cubic Yard	15	\$ 210.07	\$ 3,151.05
16	UDOT HMA	Ton	20	\$ 287.50	\$ 5,750.00
17	Concrete Bumper Curbs	Each	6	\$ 592.25	\$ 3,553.50
18	8' Concrete Fence Wall	Feet	43	\$ 1,003.71	\$ 43,159.53
19	Topsoil and Seeding	Square Yard	1050	\$ 12.00	\$ 12,600.00
Total					\$ 309,819.25

B. Bidder acknowledges that:

- Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

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

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

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

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

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	September 17, 2026

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

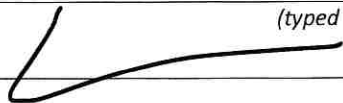
BIDDER hereby submits this Bid as set forth above:

Bidder:

Juniper Earthworks LLC

(typed or printed name of organization)

By:



(individual's signature)

Name:

McKay Wilson

(typed or printed)

Title:

Owner

(typed or printed)

Date:

September 22, 2026

(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

2853 Daines Way, North Logan, UT 84341

Bidder's Contact:

Name:

McKay Wilson

(typed or printed)

Title:

Owner

(typed or printed)

Phone:

435-512-8365

Email:

info@juniperearthworks.com

Address:

2853 Daines Way, North Logan, UT 84341

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

**END
OF
THIS
BID**

AIA® Document A310™ – 2010
Bid Bond**CONTRACTOR:**

(Name, legal status and address)

Post Asphalt, LLC
1762 W 1350 S
Ogden, UT 84401

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962

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

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

OWNER:

(Name, legal status and address)

Hyrum City
60 West Main St
Hyrum, UT

BOND AMOUNT:

Five Percent of Accompanying Bid Dollars (5% of Bid Dollars)

PROJECT:

(Name, location or address, and Project number, if any)

Hyrum City Park Road

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

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

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

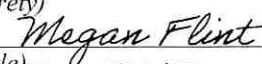
Signed and sealed this 22nd day of September, 2026

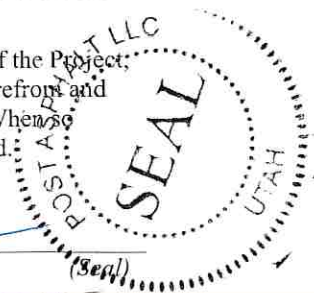

(Witness)

Post Asphalt, LLC
(Principal)

Owner / Project Manager
(Title)


(Witness)

United States Fire Insurance Company
(Surety)

(Title) Megan Flint / Attorney-in-Fact



Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was created on _____ under the terms of AIA Documents-on-Demand™ order no. _____, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion. 061110

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

12522

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

Brady Thorn, Vicki Sorensen, Adam Snow, Danielle Marchant, Katlyn Bigelow, Lori Clark, W. Douglas Snow, James Dickson,
Ginger Farnsworth, Kim Russell, Brad Anderson, Budd Scow, Teresa Moore, Susan Childs, Corey Ford, Ashley Gallaher, Megan Flint

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

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

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

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

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

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

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 20th day of May, 2024.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 20th day of May, 2024, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025



Melissa H. D'Alessio (Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 22nd Day of September 20 26

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



SECTION 00 41 43
BID FORM FOR CONSTRUCTION CONTRACT

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

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

In person:

Hyrum City
60 West Main
Hyrum, Utah 84319

By mail:

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

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

ARTICLE 2—ATTACHMENTS TO THIS BID

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

- A. Required Bid security;
- B. Contractor's License No.: 14267654-5501 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

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

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	Lump Sum	1	\$ 10,000.00	\$ 10,000.00
2	Traffic Control	Lump Sum	1	\$ 2,000.00	\$ 2,000.00
3	Storm Water Pollution Prevention Plan (SWPPP)	Lump Sum	1	\$ 5,000.00	\$ 5,000.00

4	Remove Asphalt	Square Yard	3,360	\$ 4.50	\$ 15,120.00
5	Roadway Excavation (Plan Quantity)	CY	500	\$ 28.00	\$ 14,000.00
6	Remove and Dispose of Tree Stump	Each	6	\$ 1,500.00	\$ 9,000.00
7	Remove and Dispose of Existing Concrete and Other Debris	Lump Sum	1	\$ 5,000.00	\$ 5,000.00
8	Import Fill Material	Cubic Yard	150	\$ 80.00	\$ 12,000.00
9	Install Recycled Asphalt Pavement (RAP)	Cubic Yard	420	\$ 29.00	\$ 12,180.00
10	APWA HMA ½" Mix	Ton	620	\$ 125.00	\$ 77,500.00
11	Concrete Curb	Feet	350	\$ 55.00	\$ 19,250.00
12	Concrete Curb to Existing Wall Transition	Lump Sum	1	\$ 1,500.00	\$ 1,500.00
13	6" Concrete Flat Work	Square Foot	470	\$ 15.00	\$ 7,050.00
14	UDOT Import Fill Material	Cubic Yard	30	\$ 100.00	\$ 3,000.00
15	UDOT Untreated Base Course (UTBC)	Cubic Yard	15	\$ 100.00	\$ 1,500.00
16	UDOT HMA	Ton	20	\$ 175.00	\$ 3,500.00
17	Concrete Bumper Curbs	Each	6	\$ 300.00	\$ 1,800.00
18	8' Concrete Fence Wall	Feet	43	\$ 375.00	\$ 16,125.00
19	Topsoil and Seeding	Square Yard	1050	\$ 22.00	\$ 23,100.00
Total					\$ 238,625.00

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

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

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

- 5.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	9/18

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 *Bidder's Representations*
 - A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Post Asphalt LLC

(typed or printed name of organization)

By:

Jeff Post

(individual's signature)

Name:

Jeff Post

(typed or printed)

Title:

Owner / Project Manager

(typed or printed)

Date:

9/22/2026

(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

1762 W 1350 S Ogden, UT 84401

Bidder's Contact:

Name:

Jeff Post

(typed or printed)

Title:

Owner / Project Manager

(typed or printed)

Phone:

801-430-1708

Email:

jeff@postasphalt.com

Address:

1762 W 1350 S Ogden, UT 84401

Bidder's Contractor License No.: (if applicable) 14267654-5501

STATE OF UTAH DEPARTMENT OF COMMERCE ACTIVE LICENSE Post Asphalt, LLC 1762 W 1350 S Ogden UT 84401		REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S) 14267654-5501 Contractor With LRF E100, R100 DBAs:
EFFECTIVE 02/24/2026	EXPIRATION 11/30/2027	

IMPORTANT LICENSURE REMINDERS:

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

POST ASPHALT, LLC
 1762 W 1350 S
 OGDEN UT 84401

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

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF PROFESSIONAL LICENSING
ACTIVE LICENSE

EFFECTIVE DATE: 02/24/2026
EXPIRATION DATE: 11/30/2027
ISSUED TO: Post Asphalt, LLC
 1762 W 1350 S
 Ogden UT 84401


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

14267654-5501 Contractor With LRF DBAs:
 E100, R100



MARRIOTT-SLATERVILLE BUSINESS LICENSE

The below named person or firm is hereby granted a license to do business as stated below in Marriott-Slaterville City, Weber County, Utah, subject to provision of the Municipal Code of Marriott-Slaterville City, and subsequent amendments relating to business licenses for the period indicated.

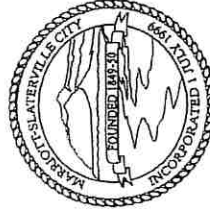
Name:
Post Asphalt LLC
1762 W 1350 S
MSC UT 84401

Classification:
Business License Base Fee
Construction/Manufacturing
Truck Disproportionate Fee

License No: 381

Origination Date: 02/01/2026

Expiration Date: 12/31/2026



Brent Hales

Business License Manager

Paul J. Hales

Mayor

THIS LICENSE MUST BE POSTED IN
A CONSPICUOUS PLACE

THIS LICENSE IS NON-TRANSFERABLE

Post Asphalt Management**Jeff Post**

President

Phone: 801-430-1708

Email: Jeff@postasphalt.com

Jerrod Flink

Project Manager/ Estimator

Phone: 801-821-3462

Email: Jerrod@postasphalt.com

Erik Post

Vice President

Phone: 801-430-1710

Email: Erik@postasphalt.com

Tanner Post

Project Manager/ Estimator

Phone: 801-690-4247

Email: Tanner@postasphalt.com

Office Personnel**Allison Gibby**

Office Manager

Phone: 801-732-0205

Email: Allison@postasphalt.com

Shasta Andrews

Accounts Receivable

Phone: 801-732-205

Email: Shasta@Postasphalt.com

Bid Coordination and Supervision**Shaun Willey**

Site Superintendent

Phone: 801-641-8799

Email: Justin@postasphalt.com

Kaleb Post

Bid Coordinator

Phone: 801-497-6868

Email: Kaleb@postasphalt.com

Travis Wells

Assistant Superintendent

Phone: 801-678-4952

Email: Travis@postasphalt.com

References

Steve Maughan / West Bountiful

Phone: 801-381-1870

Boyd Davis /West Point City

Phone: 801-529-6095

Jared Hancock / Hooper City

Phone: 801-589-6234

Darrell Hunting / DFCM

Phone: 801-244-7647

Mike Egbert / Utility Trailer

Phone: 801-390-6228

Brandon Jones / Jones Civil

Phone: 801-391-9621

Mike Mathis / Syracuse City

Phone:801-529-7004

Josh Belnap / Kaysville City

Phone: 801-867-5372

Bob Moore / Preserve Park City

Phone: 714-412-0682

Experience/Completed Projects

Project: West Haven Villas

Type of Work: Utilities, Trenching, Grading & Paving, Curb & Gutter, etc.

Owner: Leisure Villas

Contract Amount: \$3,500,000

Date of Completion: 12/ 2025

Project: Blueberry Springs

Type of Work: Construct Asphalt for New Subdivision, Water valves & Manholes, Curb & Gutter, etc.

Owner: Mtn States Property Management

Contract Amount: \$1,600,000

Date of Completion: 09/ 2025

Project: 1st Street Project

Type of Work: Road Reconstruction

Owner: Clearfield City

Contract Amount: \$1,400,000

Date of Completion: 06/ 2025

Project: NWQ Plat C

Type of Work: Road Reconstruction

Owner: Jollie Construction

Contract Amount: \$1,200,000

Date of Completion: 05/ 2025

Project: Tooele Army Depot B Block Road Repairs

Type of Work: Road Reconstruction

Owner: Six Star Management

Contract Amount: \$2,100,000

Date of Completion: 10/ 2024

Project: 2790 Commercial Building

Type of Work: Underground Utilities/ Plumbing, Excavation, Footing, Foundations, curb & Gutter, Asphalt.

Owner: BWC Construction

Contract Amount: \$580,000

Date of Completion: 01/ 2024

Project: Hooper Pickle Ball

Type of Work: Construct Pickle Ball Courts, Furnish & Install Light Fixtures, etc.

Owner: Hooper City Office

Contract Amount: \$980,000

Date of Completion: 09/ 2023

Project: Young Street Reconstruction

Type of Work: Street Reconstruction

Owner: Morgan City

Contract Amount: \$800,000

Date of Completion: 08/ 2023

Project: IRS Parking Lot

Type of Work: Concrete, Asphalt, Utilities Site Package

Owner: Big-D Construction

Contract Amount: \$2,500,000

Date of Completion: 05/ 2023

Project: IAAI Auto Auction Roadways

Type of Work: Reconstruction and Pave Roadways

Owner: IAAI Auto Auction

Contract Amount: \$985,000

Date of Completion: 10/ 2021

Project: 800 West

Type of Work: Road Reconstruction

Owner: West Bountiful City

Contract Amount: \$2,400,000

Date of Completion: 10/ 2020

Project: Ritter Drive

Type of Work: Street Reconstruction

Owner: Riverdale City

Contract Amount: \$700,000

Date of Completion: 08/ 2020

Project: Pioneer Road Reconstruction

Type of Work: Street Reconstruction

Owner: Marriott- Slaterville City

Contract Amount: \$950,000

Date of Completion: 07/ 2020

Project: Spring 2020 Miscellaneous Projects

Type of Work: Miscellaneous Work

Owner: Sandy City

Contract Amount: \$350,000

Date of Completion: 07/ 2020

Project: Utility Trailer

Type of Work: New Parking Lot Construction

Owner: Utility Trailer

Contract Amount: \$2,100,000

Date of Completion: 07/ 2020

Project: Sunset Drive

Type of Work: Street Reconstruction

Owner: Kaysville City

Contract Amount: \$1,100,000

Date of Completion: 11/ 2019

Project: Lakeview Hospital

Type of Work: New Parking Lot Construction

Owner: Kendall Lawnsapes

Contract Amount: \$435,000

Date of Completion: 10/ 2019

Project: 100 East young Street

Type of Work: Street Reconstruction

Owner: Morgan City

Contract Amount: \$470,000

Date of Completion: 07/ 2019

Project: Ritter Drive

Type of Work: New Street Construction

Owner: Riverdale City

Contract Amount: \$624,000

Date of Completion: 09/ 2019

Project: Great Salt Lake Minerals

Type of Work: New Asphalt & Replacement of Asphalt

Owner: Great Salt Lake Minerals

Contract Amount: \$800,000

Date of Completion: 2018

Project: Fremont High Track

Type of Work: Astro turf

Owner: Weber School District

Contract Amount: \$725,000

Date of Completion: 08/ 2019

Project: U of U Redwood Clinic

Type of Work: Parking Lot Reconstruction

Owner: Northridge Construction

Contract Amount: \$400,000

Date of Completion: 11/ 2018

Project: Weber School District Tracks

Type of Work: Astro turf

Owner: Weber School District

Contract Amount: \$595,000

Date of Completion: 08/ 2019

Project: 4700 West Street Improvements

Type of Work: Street Reconstruction

Owner: Hooper City

Contract Amount: \$1,200,000

Date of Completion: 10/ 2018

Project: Columbia Elementary School

Type of Work: Parking Lot Reconstruction

Owner: Davis School District

Contract Amount: \$450,000

Date of Completion: 10/ 2018

Project: Bailey's Moving & Storage

Type of Work: Parking Lot Reconstruction

Owner: Botac Leasing

Contract Amount: \$380,000

Date of Completion: 04/ 2018

Project: Marilyn Acres

Type of Work: New Road Construction

Owner: Syracuse City

Contract Amount: \$730,000

Date of Completion: 10/ 2018

Project: Horizon Development

Type of Work: New Street Reconstruction

Owner: Apex Construction

Contract Amount: \$1,100,000

Date of Completion: 02/ 2018

Project: Pleasant View City Overlay

Type of Work: Asphalt Overlay

Owner: Pleasant View City

Contract Amount: \$440,000

Date of Completion: 09/ 2018

Project: Roy High Track

Type of Work: Astro turf

Owner: Weber School District

Contract Amount: \$195,000

Date of Completion: 08/ 2017

Project: Albertsons North Salt Lake

Type of Work: Parking Area Reconstruction

Owner: Albertsons Companies

Contract Amount: \$260,000

Date of Completion: 07/ 2018

 An official website of the United States government
[Here's how you know](#)



Menu 

My Company Account

My Company Profile

Company Information

Company Name

Post Construction Company

Doing Business As (DBA) Name

Post Asphalt Paving & Construction

Company ID

1132519

Enrollment Date

Oct 04, 2016

Employer Identification Number (EIN)

870557726

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

20 to 99

NAICS Code

Hiring Sites

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)[Accessibility](#) [Plug-ins](#) [Site Map](#)

**END
OF
THIS
BID**

SECTION 00 41 43
BID FORM FOR CONSTRUCTION CONTACT

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

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

In person:

Hyrum City

60 West Main

Hyrum, Utah 84319

By mail:

Hyrum City

Attn: Todd Perkins

60 West Main

Hyrum, Utah 84319

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

ARTICLE 2—ATTACHMENTS TO THIS BID

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

A. Required Bid security;

B. Contractor's License No.: 4910822-5501 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

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

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	Lump Sum	1	\$ 15,100.00	\$ 15,100.00
2	Traffic Control	Lump Sum	1	\$ 10,200.00	\$ 10,200.00
3	Storm Water Pollution Prevention Plan (SWPPP)	Lump Sum	1	\$ 7,100.00	\$ 7,100.00

4	Remove Asphalt	Square Yard	3,360	\$ 2.65	\$ 8,904.00
5	Roadway Excavation (Plan Quantity)	CY	500	\$ 17.50	\$ 8,750.00
6	Remove and Dispose of Tree Stump	Each	6	\$ 850.00	\$ 5,100.00
7	Remove and Dispose of Existing Concrete and Other Debris	Lump Sum	1	\$ 3,765.00	\$ 3,765.00
8	Import Fill Material	Cubic Yard	150	\$ 37.00	\$ 5,550.00
9	Install Recycled Asphalt Pavement (RAP)	Cubic Yard	420	\$ 41.60	\$ 17,472.00
10	APWA HMA ½" Mix	Ton	620	\$ 111.75	\$ 69,285.00
11	Concrete Curb	Feet	350	\$ 39.75	\$ 13,912.50
12	Concrete Curb to Existing Wall Transition	Lump Sum	1	\$ 1,175.00	\$ 1,175.00
13	6" Concrete Flat Work	Square Foot	470	\$ 13.45	\$ 6,321.50
14	UDOT Import Fill Material	Cubic Yard	30	\$ 70.80	\$ 2,124.00
15	UDOT Untreated Base Course (UTBC)	Cubic Yard	15	\$ 70.80	\$ 1,062.00
16	UDOT HMA	Ton	20	\$ 151.00	\$ 3,020.00
17	Concrete Bumper Curbs	Each	6	\$ 300.00	\$ 1,800.00
18	8' Concrete Fence Wall	Feet	43	\$ 290.00	\$ 12,470.00
19	Topsoil and Seeding	Square Yard	1050	\$ 5.40	\$ 5,670.00
Total					\$ 198,781.00

B. Bidder acknowledges that:

- Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

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

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

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

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

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	9/17/26

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Staker Parson Companies

(typed or printed name of organization)

By:

(individual's signature)

Name:

Shad East

(typed or printed)

Title:

Estimator/Project Manager

(typed or printed)

Date:

9/22/26

(typed or printed)

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

Attest:

(individual's signature)

Name:

Brock Tuchtenhagen

(typed or printed)

Title:

Estimator/Project Manager

(typed or printed)

Date:

9/22/26

(typed or printed)

Address for giving notices:

250 N 300 E, Smithfield, UT 84335

Bidder's Contact:

Name:

Shad East

(typed or printed)

Title:

Estimator/Project Manager

(typed or printed)

Phone:

435-230-1361

Email:

shad.east@stakerparson.com

Address:

250 N 300 E, Smithfield, UT 84335

Bidder's Contractor License No.: (if applicable) **4910822-5501**

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 69453-ZUR-26-211

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Staker & Parson Companies dba Jack B. Parson Companies

250 North 300 East
Smithfield, UT 84335

OWNER:

(Name, legal status and address)

Hyrum City Corp
60 West Main Street
Hyrum, UT 84319

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 10th Floor
Schaumburg, IL 60196-1056
State of Inc: Illinois

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

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

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

PROJECT:

(Name, location or address, and Project number, if any)

Hyrum City Park Road

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

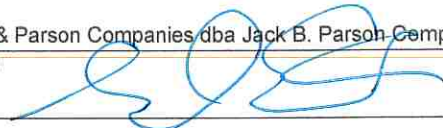
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 17th day of September, 2026


(Witness)


(Witness) Gicelle Pajon, Surety Witness

Staker & Parson Companies dba Jack B. Parson Companies
(Principal)  (Seal)

(Title)

Fidelity and Deposit Company of Maryland
(Surety)  (Seal)

(Title) Olga Iglesias, Attorney-in-Fact



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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 31st day of March, A.D. 2025.

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

Christopher Nolan

By: Christopher Nolan
Vice President

Dawn E. Brown

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 31st day of March, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison

Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17th day of September, 2026.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

APPOINTMENT OF AUTHORIZED EMPLOYEES

Pursuant to the authority granted by the Board of Directors of Staker & Parson Companies ("the Company"), Derrick Pack Region President – UT and Travis Canfield Region President – ID, WY, MT, hereby declare that the following individuals shall be, and each of them hereby is, appointed to serve as an Authorized Employee of the Corporation until his or her resignation, removal, disqualification, or death, and each such individual is hereby authorized to execute and deliver such agreements, documents, certificates and other instruments under the seal of the Company, if required, for the purpose of conducting the Company's business, including selling products, securing construction work, initiating company purchases and entering into contracts, such authority being subject to the dollar amount limitations set forth by the officers of the Company, including but not limited to those designated in the Staker & Parson Companies Financial Authority Approval documentation:

Authorized Agents Having Powers of a Vice President:

Tim Brown	John Nielson
Eric Emerson	Kurt Severinsen
Jake Goodliffe	Jeff Trosper
Chris Kinnersley	Christopher Ylincheta

* Authority to sign hauler agreements

Adams, Austin	Chamberlain, McKay	Fletcher, Jeff
Adamson, Matt	Chase, Peter	Foster, Angela
Albrecht, David	Christiansen, Hugh	Fred, Lynn
Aldrich, Nikki	Christensen, Buddy	Garcia, Krista
Allan, Dawn	Christofferson, Cade	Giles, Grace
Allen, Bret	Clark, Pat	Gillie, Dan
Anderson, Austin	Clayton, Rosalee	Grantham, Jerry
Anderson, Brad	Clyde, Matt	Graves, Jaclyn
Anderson, Cole	Coffman, Rylene	Greene, Rhonda
Anderson, Michele	Cokusis, Chris	Green, Dale
Armstrong, Pat	*Collard, Bevan	Green, Leslie
Ashby, Sean	*Collard, Jeff	Griffiths, Monica
Baggs, Taylor	Conner, Rhandi	Groo, Nathan
Barker, Heather	Cordova, Steve	*Groves, Jon
Barney, Jon	Crocker, James	Guerrera, Victoria
Barrett, Shanna	Crossley, Brooke	Gunter, Gerald
Barton, Sherri	Dalley, Mike	Guymon, Jeremy
Bennett, Gary	Dalton, Brent	Guymon, Tim
Bennett, Jordan	Davis, Jeff	Hafen, Natalie
Berntson, Brad	Davis, Nate	Hanks, Mike
Berry, Todd	Davis, Shannon	Hansen, Justin
Blanchard, Kyle	Dill, Kevin	Harmer, Justin
Bowes, Colleen	Doty, Travis	Harnden, Marlia
Boyer, Lane	*Druffel, Ashlee	Hayes, Hudd
Broadhead, Jade	Dunn, Peggy	Hernandez, Ed
Brittain, Thomas	East, Shad	Herring, Chris
Burggraf, James	Edmunds, Brent	Hiatt, Phill
Burr, Kade	Edwards, Annette	Hickman, Tony
Burrows, Kristine	Eells, William	Hill, Robin
Butler, Kathren (HK)	Ekat, Alyssa	Hintze, Shane
Cardinet, Chris	Ekat, Juston	Hirst, Cody
Cardinet, James	*Ellison, Landon	Hobbs, Jared
Carr, Richard	*Fabrizio, Craig	Hogan, Jim
Carlson, Ted	Ferrell, Brad	Hopkins, Mike
Carter, Mark	Frame, Derrick	Ivie, Randy
Castagno, Mike	Fisher, Heather	Jacobs, Paul

Page 2 of 2

Jensen, Brian
 Jensen, Jeff
 Jeppesen, Erik
 Johnson, Matt
 Johnson, Mike
 *Johnston, Nate
 Jolley, Kevin
 Julian, Norma
 Keenan, Tim
 Kelly, Jim
 Korzep, Rachael
 Larsen, James
 Larsen, Mike
 Law, Kim
 Leatherwood, Dan
 Lewis, Mitch
 Limb, Amy
 Liu, Cheyenne
 Luke, Eric
 Lutz, Jason
 Magalhaes, Igor
 Mantz, Dorace
 Marshall, Bob
 Martin, Terrill
 Martinez, Annie
 Mason, Jaden
 Matheson, Bryan
 Maxfield, James (Dak)
 Mayer, Greg
 Mays, Ashley
 McCarthy, Nancy
 McCoy, Brian
 McFadden, Scott
 McGavis, Dennis
 McMickell, Darcy
 McMillan, Cheryl (Sherry)
 McMurry, Johathan
 *Meikle, Travis
 Mendoza, Keri
 Mendoza, Rachel
 Meyers, David
 Mickles, Shannon
 Morgan, Kelly
 Morrill, Clint
 Moynier, Ryan
 Murray, Ronan

Neilson, Erik
 Neria, Nick
 Neumeyer, Ryan
 Nicolodemos, Tyson
 Nielson, Lisa
 Olsen, Ryan
 Olson, Drake
 *Oman, Chance
 Orgill, Ben
 Ormes, Angela
 Ostergaard, Tamera
 Owen, Matt
 Pack, Lavell
 Packard, Clay
 *Palmer, William (Luke)
 Patterson, Rory
 Ponton, James
 Prill, Dusty
 Ramm, Justin
 Rasmussen, Brock
 Reser, Bettany
 Reynolds, Cody
 Reynolds, Dylan
 Ribordy, Shelby
 Richards, Derek
 *Rivera, Sean
 Robertson, Cameron
 Robinson, James
 Rodriguez, Isaac
 Ross, Kelly
 Rowley, Craig
 Ryan, Amy
 Ryan, Cam
 Sagers, Gregg
 Schildhauer, Jill
 Sharp, Michelle
 Sheffield, Mark
 Sibbett, April (Maus)
 Simpson, Jason
 Smith, Cody
 Smith, Jayson R
 Sommer, Aaron
 *Spackman, Travis
 Spillman, Michael
 Stephens, Jason
 Stevenson, John

Staker, Jonas
 Stewart, Jolene
 Strickland, Jaimon
 Strickland, Rebecca
 *Stinger, Nathan
 Stocks, Brian
 Strick, Shane
 Taintor, Rhett
 Tayler, Brian
 Taylor, Mark
 Thackeray, Nicholas
 Thain, Ryan
 Thompson, Jerry
 Thorpe, Tommy
 Thurgood, Dave
 Tranter, Jack
 Trent, Heather
 Trosper, Jeff
 Tuchtenhagen, Brock
 VanDyke, Andrew
 Vigil, Robert
 Virdell, Chelsea
 Waite, Glenn
 *Waldram, Mark
 Walker, Adam
 Ward, Shawn
 Ward, Thomas
 Ward, Tyler
 Wieser, Mike
 Wilcox, Jeremy
 Wilden, Joseph
 *Wilkes, John
 Williams, David
 *Williams, Taylor
 Wood, Hilary
 *Wood, Kyle
 Woodruff, Lisa
 Worthington, Michael
 Yang, Vickie
 Yates, Todd
 Young, Jacqueline
 *Young, Josh
 Youngberg, Lacey
 Zakotnik, Wayne (Zeke)

Derrick Pack

E8DAA23CFF055D84C247A1DB66707BB9

readysign

01/13/2026

Derrick Pack

Date

Region President – UT

Travis Canfield

ACC238B462CB32F1B01B40D6B2C23C4D

readysign

01/15/2026

Travis Canfield

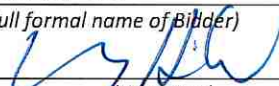
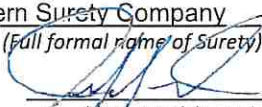
Date

Region President – ID, WY, MT

**END
OF
THIS
BID**

Bid Bond QR463

SECTION 00 43 13
BID BOND (PENAL SUM FORM)

Bidder Name: Kilgore Companies, LLC Address (principal place of business): PO Box 869 Magna, Utah 84044	Surety Name: Western Surety Company Address (principal place of business): 151 N. Franklin Street, 17th Floor Chicago, IL 60606
Owner Name: Hyrum City Address (principal place of business): 60 West Main Hyrum, UT 84319	Bid Project (name and location): Hyrum City Park Road, Hyrum City, Utah Bid Due Date: <u>September 22, 2026</u>
Bond Penal Sum: Five Percent of Bid Amount (5% of Bid Amount) Date of Bond: 09/14/2026 Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Kilgore Companies, LLC (Full formal name of Bidder)	Surety Western Surety Company (Full formal name of Surety) (co
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: <u>Craig Hibbard</u> (Printed or typed)	Name: <u>Jeffrey McCart</u> (Printed or typed)
Title: <u>Lead Estimator</u>	Title: <u>Attorney-In-Fact</u>
Attest:  (Signature)	Attest: <u>Dokmai Bell</u> (Signature)
Name: <u>RYAN LEISHMAN</u> (Printed or typed)	Name: <u>Dokmai Bell</u> (Printed or typed)
Title: <u>PROJECT MANAGER</u>	Title: <u>Assistant Account Manager</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

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

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of February, 2026.



WESTERN SURETY COMPANY

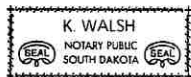
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of September, 2026



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

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



Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania, and National Fire Insurance Company of Hartford** (collectively and individually referred to as “CNA Surety”).

The use of an electronic image of the corporate seal of any CNA Surety company (the “Digital Seal”) and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligor or Obligor’s representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original “wet” signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn

Vice President and Surety General Counsel on behalf of



Western Surety Company



The Continental Insurance Company



Continental Casualty Company



National Fire Insurance Company of Hartford



American Casualty Company of Reading, Pennsylvania

SECTION 00 41 43
BID FORM FOR CONSTRUCTION CONTACT

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

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

In person:

Hyrum City

60 West Main

Hyrum, Utah 84319

By mail:

Hyrum City

Attn: Todd Perkins

60 West Main

Hyrum, Utah 84319

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

ARTICLE 2—ATTACHMENTS TO THIS BID

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

A. Required Bid security;

B. Contractor's License No.: 7741778-5501 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

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

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	Lump Sum	1	\$ 18,544.25	\$ 18,544.25
2	Traffic Control	Lump Sum	1	\$ 6,450.00	\$ 6,450.00
3	Storm Water Pollution Prevention Plan (SWPPP)	Lump Sum	1	\$ 6,950.00	\$ 6,950.00

4	Remove Asphalt	Square Yard	3,360	\$ 1.47	\$ 4,939.20
5	Roadway Excavation (Plan Quantity)	CY	500	\$ 15.10	\$ 7,550.00
6	Remove and Dispose of Tree Stump	Each	6	\$ 711.88	\$ 4,271.28
7	Remove and Dispose of Existing Concrete and Other Debris	Lump Sum	1	\$ 5,626.30	\$ 5,626.30
8	Import Fill Material	Cubic Yard	150	\$ 55.98	\$ 8,397.00
9	Install Recycled Asphalt Pavement (RAP)	Cubic Yard	420	\$ 37.63	\$ 15,804.60
10	APWA HMA ½" Mix	Ton	620	\$ 108.53	\$ 67,288.60
11	Concrete Curb	Feet	350	\$ 44.95	\$ 15,732.50
12	Concrete Curb to Existing Wall Transition	Lump Sum	1	\$ 1,800.00	\$ 1,800.00
13	6" Concrete Flat Work	Square Foot	470	\$ 12.74	\$ 5,987.80
14	UDOT Import Fill Material	Cubic Yard	30	\$ 159.34	\$ 4,780.20
15	UDOT Untreated Base Course (UTBC)	Cubic Yard	15	\$ 54.43	\$ 816.45
16	UDOT HMA	Ton	20	\$ 444.26	\$ 8,885.20
17	Concrete Bumper Curbs	Each	6	\$ 228.38	\$ 1,370.28
18	8' Concrete Fence Wall	Feet	43	\$ 349.82	\$ 17,491.00
19	Topsoil and Seeding	Square Yard	1050	\$ 12.18	\$ 12,789.00
Total					\$ 215,473.66

B. Bidder acknowledges that:

- Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

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

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

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

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

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
Addendum Number 01	9/17/2026

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Kilgore Companies DBA Legrand Johnson

(typed or printed name of organization)

By:



(individual's signature)

Name:

Ryan Leishman

(typed or printed)

Title:

Project Manager

(typed or printed)

Date:

9/22/2026

(typed or printed)

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

Attest:



(individual's signature)

Name:

Lori WADSWORTH

(typed or printed)

Title:

Project Manager

(typed or printed)

Date:

9/22/26

(typed or printed)

Address for giving notices:

81 W 300 S Suite 150, Logan UT 84321

Bidder's Contact:

Name:

Ryan Leishman

(typed or printed)

Title:

Project Manager

(typed or printed)

Phone:

435-994-2833

Email:

ryan.leishman@quikrete-materials.com

Address:

81 W 300 S Suite 150

Logan, UT. 84321

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

7741778-5501

STATE OF UTAH DEPARTMENT OF COMMERCE ACTIVE LICENSE Kilgore Companies, LLC PO Box 869 Magna UT 84044 EFFECTIVE 12/11/2025 EXPIRATION 11/30/2027	REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S) 7741778-5501 Contractor With LRF E100, S260, S310, S410 DBAs: KILGORE CONTRACTING ALTAVIEW CONCRETE KILGORE CONTRACTING ALTAVIEW CONCRETE LEGRAND JOHNSON
--	--

IMPORTANT LICENSURE REMINDERS:

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

KILGORE COMPANIES, LLC
 PO BOX 869
 MAGNA UT 84044

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

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF PROFESSIONAL LICENSING
ACTIVE LICENSE

EFFECTIVE DATE: 12/11/2025
 EXPIRATION DATE: 11/30/2027
 ISSUED TO: Kilgore Companies, LLC
 PO Box 869
 Magna UT 84044



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

7741778-5501	Contractor With LRF	DBAs: KILGORE CONTRACTING
		ALTAVIEW CONCRETE
		KILGORE CONTRACTING
		ALTAVIEW CONCRETE
		LEGRAND JOHNSON

LeGrand Johnson Construction Co

81 West 300 South Box 74
Logan, UTAH 84321

Phone: 435.752.2000

To: Hyrum City	Contact: Todd Perkins
Address: Hyrum City, UT	Phone: 435-213-7200
	Fax:
Project Name: Hyrum City Park Road	Bid Number: 1712573
Project Location: SR 101 Hyrum City Park, Hyrum, Utah, 84319	Bid Date: 9/22/2026

Bid is based off of Plans by JUB Engineering - Dated 9/8/26

Addendum 1 Acknowledged

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1		Mobilization	1.00	LS	\$18,544.25	\$18,544.25
2		Traffic Control	1.00	LS	\$6,450.00	\$6,450.00
3		SWPPP	1.00	LS	\$6,950.00	\$6,950.00
4		Remove Asphalt	3,360.00	SY	\$1.47	\$4,939.20
5		Roadway Excavation Plan Quantity	500.00	CY	\$15.10	\$7,550.00
6		Remove and Dispose of Tree Stump	6.00	EACH	\$711.88	\$4,271.28
7		Remove and Dispose of Existing Concrete and Other Debris	1.00	LS	\$5,626.30	\$5,626.30
8		Import Fill Material	150.00	CY	\$55.98	\$8,397.00
9		Install Recycled Asphalt Pavement (RAP)	420.00	CY	\$37.63	\$15,804.60
10		APWA HMA 1/2" Mix	620.00	TON	\$108.53	\$67,288.60
11		Concrete Curb	350.00	LF	\$44.95	\$15,732.50
12		Concrete Curb to Existing Wall Transition	1.00	LS	\$1,800.00	\$1,800.00
13		6" Concrete Flat Work	470.00	SF	\$12.74	\$5,987.80
14		UDOT Import Fill Material	30.00	CY	\$159.34	\$4,780.20
15		UDOT Untreated Base Course (UTBC)	15.00	CY	\$54.43	\$816.45
16		UDOT HMA	20.00	TON	\$444.26	\$8,885.20
17		Concrete Bumper Curbs	6.00	EACH	\$228.38	\$1,370.28
18		8' Concrete Fence Wall	50.00	LF	\$349.82	\$17,491.00
19		Topsoil And Seeding	1,050.00	SY	\$12.18	\$12,789.00

Total Bid Price: \$215,473.66

Notes:

- All grades are plus or minus 0.10 feet.
- Water required for compaction and dust control will be available on-site at no charge.
- All utility lines are to be 5' outside building. Connections are by others. All existing utilities shall not be in conflict with new construction.
- This bid proposal excludes winter conditions costs and snow / frost removal.
- Kilgore Contracting is not responsible for re-grading / re-compaction of disturbed areas caused by other trades, such as electricians, plumbers, etc.
- This bid proposal is based on the acceptance of all items detailed above. This proposal is strictly limited to the scope of work outlined above, and defined by this proposal. If accepted, this proposal will be included in, and become part of any subcontract.
- This bid is based on the cost of fuel, oil, cement, steel, and PVC on bid day. Any increase in prices will be passed through to the owner.
- This bid must be accepted within 10 days of the Bid Date to be considered valid.
- Contractor License Number is: 7741778-5501
- This ESCALATION CLAUSE will become part of the contract.

The price stated is based on Kilgore Contracting's ability to purchase required materials, in particular the asphalt manufacturer's liquid asphalt. At the date of this proposal, Kilgore Contracting's purchase price for liquid asphalt oil (PG 64-22 or PG 58-28) is \$ 550.00 per ton. Any increase in price, including freight and taxes, which Kilgore Contracting must pay, will be passed on to and paid for by the owner.

- We do not guarantee drainage on grade if less than 1%.
- Bid includes one mobilization. Additional mobilization cost will be negotiated.
- Bid excludes demolition, rock excavation and or blasting, shoring, disposal of un-identified debris, survey, construction staking, bonds, permits, fees, testing, striping, signs, prime coat, seal coat, chip seal, slurry seal, herbicide, sawcutting, traffic control, construction water, light poles, landscaping, blueboard, vapor barrier, and SWPPP/NOI/SWPPP inspections unless otherwise noted on the proposal.
- All existing utilities shall not be in conflict with new construction.

**END
OF
THIS
BID**
