



A Work Session and Regular Meeting of the
Brian Head Town Council acting as the Governing Board
for the Brian Head Special Service District
Brian Head Town Hall – Council Chambers
56 North Highway 143 – Brian Head, UT 84719
www.Zoom.us ([Click Here](#))
Via Zoom Meeting ID# 876 4549 5378

TUESDAY, APRIL 11, 2023 @ 8:30 AM

AGENDA

- A. **CALL TO ORDER**
- B. **PLEDGE ALLEGIANCE**
- C. **CLOSED SESSION OF THE TOWN COUNCIL** to discuss pending or imminent litigation.
- D. **FISCAL YEAR 2024 BUDGET WORK SESSION** **9:00 - NOON**
 - **REGULAR MEETING OF THE TOWN COUNCIL** **1:00 PM**
- E. **DISCLOSURES**
- F. **APPROVAL OF THE MINUTES:** March 28, 2023 Town Council Meeting
- G. **REPORTS / PUBLIC INPUT ON NON-AGENDA ITEMS.** Public input is limited to three (3) minutes on non-agenda items.
- H. **AGENDA ITEMS:**
 - 1. **BID AWARD FOR CANYON SEWER LINE PROJECT.** Aldo Biasi, Public Works Director. The Council will award the contract for the Canyon Sewer Line Project.
 - 2. **UPDATED COST ESTIMATES FOR THE SNOWSHOE/TOBOGGAN WATERLINE.** Aldo Biasi, Public Works Director. The Council discuss and give direction on the Snowshoe/Toboggan Waterline Project updated cost estimates.
 - 3. **BRIAN HEAD SPECIAL SERVICE DISTRICT 2023 WATER LEASE AGREEMENT RESOLUTION.** Nancy Leigh, District Clerk. The Board will award a lease agreement for 243.08 acre feet of water in the Parowan Valley for the 2023 Irrigation Season.
 - 4. **FUTURE AGENDA ITEMS.** The Council will discuss potential items for future agendas.
- I. **ADJOURNMENT**

Date: April 7, 2023

Available to Board Members as per Ordinance No. 11-003 authorizes public bodies, including the Town, to establish written procedures governing the calling and holding of electronic meetings at which one or more members of the public board may participate by means of electronic communications. In compliance with the Americans with Disabilities Act, persons needing auxiliary communications aids and services for this meeting should call Brian Head Town Hall @ (435) 677-2029 at least three days in advance of the meeting.

CERTIFICATE OF POSTING

I hereby certify that I have posted copies of this agenda in three conspicuous locations: the Post Office, The Mall, and the Brian Head Town Hall and have posted copies on the Utah Meeting Notice Website and the Brian Head Town website and have caused a copy of this notice to be delivered to the Daily Spectrum, a newspaper of general circulation.

Nancy Leigh, Town Clerk



STAFF REPORT TO THE TOWN COUNCIL

SUBJECT: Snowshoe, Toboggan Water Line Project Cost Update
AUTHOR: Aldo Biasi
DEPARTMENT: Public Works
DATE: April 11, 2023
TYPE OF ITEM: Administrative Direction

SUMMARY:

The Council will consider the updated cost for the Snowshoe Dr/ Toboggan Lane Waterline Project. The original project estimate was \$857,986 and now the updated project is \$1,567,263. After consideration the Council will provide staff with direction on how to proceed forward with the project

BACKGROUND:

The Town was approached by a group of residents that live on parts of Snowshoe Drive, Snowman Drive and Toboggan Lane with the request to put together a partnership for a waterline project. This area has no culinary water and residents are currently water hauling. Although at the time, other areas in Town were forming Special Assessment Areas (Forest/Falcon, Scenic, Hidden Lake/Trail Road) this area chose not to form a SAA and wanted to proceed forward with a partnership with the Town. Each resident in the group would provide a set amount to go towards the cost of the project and Town staff would apply for funding through the different funding agencies. The staff was directed by Council to proceed forward in applying for funding. Staff were successful in getting an ARPA grant through the Division of Drinking Water on June 7th, 2022, for the amount of \$507,870. After this award staff proceeded forward with the data collection for engineering on this project in the fall of 2022 with the intent to go out to bid spring 2023. Staff also applied to CIB for additional funding on January 5th, 2023, and were granted \$95,000 and the option of a loan for the amount of \$260,000 at 2.5 % over 30 years. These funding options totaled \$862,870, slightly above the original cost estimate of \$857,986.

Staff put the project out to bid this Spring as directed and received two bids.

- Perco Rock- \$1,142,584.34
- VanCon- \$1,398,000.00

Unfortunately, that is not all of the bad news. In reviewing the bid tabulation, it was noticed that three items were left off the bid sheet. These items were included in the original cost estimate but did not make it on the bid sheet. The three items account for repairs to the road after the project is completed. Total these three items equal \$154,860. Additional project contingency money was also added into the project, bringing the updated total cost to \$1,567,263. Just shy of double the original estimate.

ANALYSIS:

With the cost of this project exceeding the original estimate there are a few things to consider.

1. Funding

Staff can approach the funding agencies again with the updated cost and see if additional funding is available. Staff have already submitted this again to the Division of Drinking Water again for their review. This process can take a while depending on meeting schedules. The division meets on May 15th, but the deadline for to be put on that agenda was March 28th. The next deadline to be put on the agenda is May 9th for the June 27th meeting. This presents a problem for number two on this list.

2. Timing of ordering materials-

Supply chain issues are improving, but still not anywhere near where they were. Ductile iron pipe is still two months out from date of order. If the Division of Drinking Water provided the Town with additional funding for this project at the June 27th meeting that would mean ductile pipe would not arrive until end of August and that does not give a lot of time to complete before the snow flies again. Which presents problem number three.

3. Time to complete the project-

With the timeline above being somewhat realistic, it would mean the project would have to carry over until next year. Which is not the end of the world, but it does present additional problems. Stopping the project in time to get the road work done before snows. Where do we store the supplies for the project over the winter?

4. Options to Save on the project cost-

If it was decided to push this project off until next year, there may be a way to save some of the cost. Public Works could go in this summer and grub off some of the areas and rough in the roads. As the Council is aware, Public Works time in the summer is very precious, but it would keep the project moving forward somewhat and would save some money off the project. Approx \$12,000 - \$20,000

FINANCIAL IMPLICATIONS:

Currently, the funds for this project are just not there unless a pot of gold comes quickly from the division. There is, however, a path forward.

- The residents in this area begin working on forming an SAA yesterday (just in case this plan moves faster) as the deadline for application to the Town is approaching. This will allow them to spread the cost out among the other properties in this area.
- The Town is currently saving up for a sewer project which should be funded in time for Summer 2025. Staff are also applying in June for sewer project funding for Summer 2024.
- Staff continue to apply for additional water funding.

If funds become available to construct the sewer project and an SAA is formed this project may be able to be constructed in Summer 2024 otherwise the sewer should be fully funded from Town savings in 2025. If these projects are constructed at the same time, it would save a lot of money for only having to repair the road once and the residents in this area will be getting overall a better project.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff Recommends pushing this project off until the formation of an SAA by the residents in this area and funds become available to run the sewer project.

PROPOSED MOTION:

N/A

ATTACHMENTS:

A - Original Snowshoe / Toboggan Estimate Submitted to DDW

B - Updated Snowshoe / Toboggan Estimate

C- Bid Tabulation

D- Bid Documents Perco Rock

E- Bid Documents VanCon

F- Original Alpha Estimate received after DDW application.

Item	Item Description	Quantity	Units	Unit Price	Item price
1	Mobilization	1	Lump Sum	\$48,780.00	\$48,780.00
2	Tie-in to Existing Water Valve	2	Each	\$1,478.00	\$2,956.00
3	Furnish and Install 8" Ductile Iron Culinary Water Pipe	3,030	Lineal Feet	\$86.00	\$260,580.00
4	Furnish and Install 8" x 8" Flange Ductile Iron Tee	5	Each	\$1,928.00	\$9,640.00
5	Furnish and Install 8" MJ Ductile Iron 22.5 Degree Bend	4	Each	\$1,102.00	\$4,408.00
6	Furnish and Install 8" MJ Ductile Iron Cap	1	Each	\$828.00	\$828.00
7	Furnish and Install 8" Flange x MJ Gate Valve	19	Each	\$5,593.00	\$106,267.00
8	Furnish and Install 1" Combination Air / Vacuum Valve Assembly	1	Each	\$12,833.00	\$12,833.00
9	Furnish and Install Fire Hydrant Assembly	13	Each	\$11,231.00	\$146,003.00
10	Pressure Reducing Station	1	Each	\$65,000.00	\$65,000.00
11	Pressure Test and Disinfect Culinary Waterline	1	Lump Sum	\$7,775.00	\$7,775.00
12	6 in Roadbase	30,300	Sqft	\$1.05	\$31,815.00
				Sub Total	\$696,885.00
				5% Contingency	\$34,844
				Sub Total	\$731,729
				Design Engineering	\$55,811
				Construction Management	\$55,811
				Administrative Cost 2%	\$14,635
	Snow Shoe Drive & Toboggan Lane Estimated Project Cost Update 4-8-2022			Complete Project Total	\$857,986

Item	Item Description	Quantity	Units	Unit Price	Item price
1	Mobilization	1	Lump Sum	\$71,370.00	\$71,370.00
2	Tie-in to Existing (Sta: 0+00)	1	Each	\$8,916.00	\$8,916.00
3	Tie-in to Existing (Sta: 37+65)	1	Each	\$8,916.00	\$8,916.00
4	Furnish and Install 8" Ductile Iron Culinary Water Pipe	3,270	Lineal Feet	\$158.00	\$516,660.00
5	Furnish and Install 8" Ductile Iron Culinary Water Pipe (Hillside)	340	Lineal Feet	\$158.00	\$53,720.00
6	Furnish and Install 8" x 8" Flange Ductile Iron Tee	7	Each	\$1,711.00	\$11,977.00
7	Furnish and Install 8" MJ Ductile Iron 45 Degree Bend	6	Each	\$1,032.00	\$6,192.00
8	Furnish and Install 8" MJ Ductile Iron 22.5 Degree Bend	13	Each	\$1,004.00	\$13,052.00
9	Furnish and Install 8" MJ Ductile Iron Cap	6	Each	\$892.00	\$5,352.00
10	Furnish and Install 8" Flange x MJ Gate Valve	21	Each	\$4,516.00	\$94,836.00
11	Furnish and Install Pressure Reducing Station	2	Each	\$81,650.00	\$163,300.00
12	Furnish and Install 2" Combination Air / Vacuum Valve Assembly	1	Each	\$11,478.00	\$11,478.00
13	Furnish and Install Fire Hydrant Assembly	11	Each	\$12,683.00	\$139,513.00
14	Pressure Test and Disinfect Culinary Waterline	1	Lump Sum	\$7,231.00	\$7,231.00
15	Rock Excavation	790	Cubic Yards	\$16.00	\$12,640.00
16	Clearing and Grubbing (Hillside Installation & Sta. 31+90 to Sta, 37+00)	0.82	Acres	\$4,427.00	\$3,630.14
17	Export-Material (Hillside Installation & Sta. 31+90 to Sta, 37+00)	0.82	Acres	\$9,806.00	\$8,040.92
18	Export-Trees (Hillside Installation & Sta. 31+90 to Sta, 37+00)	0.82	Acres	\$7,354.00	\$6,030.28
19	Mobilization for Gravel Road (Sunroc)	1	Lump Sum	\$9,000.00	\$9,000.00
20	6in Compacted Roadbase	94,380	Sqft	\$1.50	\$141,570.00
21	Asphalt Patch Steam Engine	2,600	Sqft	\$1.65	\$4,290.00
				Sub Total	\$1,297,714.34
				15% Contingency	\$194,657
				Sub Total Construction Cost	\$1,492,371
				Design Engineering	\$37,204
				Construction Management	\$37,688
	Snow Shoe Drive & Toboggan Lane Estimated Project Cost Update 4-6-2023			Complete Project Total	\$1,567,263

BID

Proposal of Perco Rock Co. (hereinafter called "BIDDER"),
organized and existing under the laws of the State of Utah doing business as Corporation *
to Brian Head Town (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of the Brian Head Toboggan Lane & Snowman Drive Waterline Project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT by October 15, 2023. BIDDER further agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

**BRIAN HEAD TOWN
TOBOGGAN LANE AND SNOWMAN DRIVE WATERLINE PROJECT**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit or lump sum prices. An **ACKNOWLEDGEMENT OF REVIEW (following page)** must be submitted with the **BID**.

NOTE: Payment to the CONTRACTOR: The CONTRACTOR is hereby advised that partial payments will be made monthly and that the final payment will be made within 30 days following the completion of all work specified.

NOTE: All bids shall be checked for mathematical errors by the Engineer. If errors have been made in the extension of the figures, it will be assumed that the unit prices are correct and the total amounts will be revised to reflect the corrections. Award will be made to the lowest responsible BIDDER.

BIDDERS may bid on any or all Bid Schedules. The OWNER will consider each Bid Schedule separately and may award contracts individually or in any combination.

**BID SCHEDULE
TOBOGGAN LANE AND SNOWMAN DRIVE WATERLINE PROJECT**

Item No.	Item Description	Qty	Units	Unit Cost	Total
1	Mobilization	1	Lump Sum	45,150	45,150
2	Tie-in to Existing (Sta: 0+00)	1	L.S.	10,000	10,000
3	Tie-in to Existing (Sta: 37+65)	1	L.S.	10,000	10,000
4	Furnish and Install 8" Ductile Iron Culinary Water Pipe	3,270	Lineal Feet	200	654,000
5	Furnish and Install 8" Ductile Iron Culinary Water Pipe (Hillside Installation)	340	Lineal Feet	300	102,000
6	Furnish and Install 8" x 8" Flange Ductile Iron Tee	7	Each	2,000	14,000
7	Furnish and Install 8" MJ Ductile Iron 45 Degree Bend	6	Each	1,350	8,100
8	Furnish and Install 8" MJ Ductile Iron 22.5 Degree Bend	13	Each	1,350	17,550
9	Furnish and Install 8" MJ Ductile Iron Cap	6	Each	900	5,400
10	Furnish and Install 8" Flange x MJ Gate Valve	21	Each	4,400	92,400
11	Furnish and Install Pressure Reducing Station	2	Each	70,000	140,000
12	Furnish and Install 2" Combination Air / Vacuum Valve Assembly	1	Each	20,000	20,000

13	Furnish and Install Fire Hydrant	11	Each	17,000	187,000
14	Pressure Test and Disinfect Culinary Waterline	1	Lump Sum	7,500	7,500
15	Rock Excavation	790	C.Y.	40	31,600
16	Clearing and Grubbing (Hillside Installation & Sta. 31+90 to Sta. 37+00)	0.82	Acres	20,000	16,400
17	Export - Material (Hillside Installation & Sta. 31+90 to Sta. 37+00)	0.82	Acres	30,000	24,600
18	Export - Trees (Hillside Installation & Sta. 31+90 to Sta. 37+00)	0.82	Acres	15,000	12,300
Bid Schedule Total					1,398,000

ATTEST: Emiley Dunn

(Seal - If Bid is by Corporation)

RESPECTFULLY SUBMITTED:

VanCon Inc.

1825 N Mtn. Springs Pkwy, Springville, UT
Address 84663



Signature

E100, B100, P200, S310
Contractor Trade License Category

367938-5501
Utah License Number(s)

Ken Van Sickle
Name

Vice President
Title

ACKNOWLEDGEMENT OF REVIEW

The BIDDER has fully inspected the site, has become familiar with the local conditions which might directly or indirectly affect the contract work, has correlated its personal observations with the requirements of the Project Manual, and has provided a notice of any defects or conditions that might alter the expectations of performance as set forth in the Project Manual.

The BIDDER has read and understands the Project Manual, has identified any questions or concerns about the Project and has ensured that all questions are fully clarified.

The BIDDER certifies and confirms its ability to construct the Project, within the specified time, based on detailed review of the plans and specifications and site visitation, from information available from the plans and specifications and applicable code, and represents that the Project Manual is full and complete, sufficient to have enabled the determination of the cost of the Work therein, to enter into the Contract and to enable it to construct the Work outlined hereunder, and that the BIDDER has no knowledge of any discrepancies, omissions, ambiguities or conflicts in the Project Manual.

BIDDER:

By 

Date 3/30/23

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Perco Rock Co. as Principal, and Employers Mutual Casualty Company as Surety, are hereby held and firmly bound unto Brian Head Town as OWNER in the penal sum of Five Percent (5%) of Bid Amount for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 29th day of March, 2023. The Condition of the above obligation is such that whereas the Principal has submitted to Brian Head Town a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Brian Head Toboggan Lane & Snowman Drive Waterline Project NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

THEN this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Perco Rock Co.

Principal

By: *Harold Barker*

Employers Mutual Casualty Company

Surety

By: *Taylor W. Winstead*

Taylor W. Winstead, Attorney-in-Fact

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



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

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

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

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

TAYLOR J. WILSTEAD

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

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

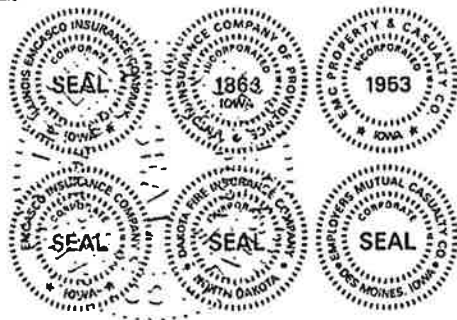
AUTHORITY FOR POWER OF ATTORNEY

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

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

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



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

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

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 29th day of March, 2023.

Ryan J. Springer
 Vice President

BID

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11	Furnish and Install Pressure Reducing Station	2	Each	\$81,650.00	\$163,300.00
12	Furnish and Install 2" Combination Air / Vacuum Valve Assembly	1	Each	\$11,478.00	\$11,478.00

13	Furnish and Install Fire Hydrant	11	Each	\$12,683.00	\$139,513.00 ⁺
14	Pressure Test and Disinfect Culinary Waterline	1	Lump Sum	\$7,231.00	\$7,231.00 ⁺
15	Rock Excavation	790	C.Y.	\$16.00	\$12,640.00 ⁺
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17	Export – Material (Hillside Installation & Sta. 31+90 to Sta. 37+00)	0.82	Acres	\$9,806.00	\$8,040.92 ⁺
18	Export – Trees (Hillside Installation & Sta. 31+90 to Sta. 37+00)	0.82	Acres	\$7,354.00	\$6,030.28 ⁺
				Bid Schedule Total	\$1,142,854.34

ATTEST:

(Seal - If Bid is by Corporation)

E100

Contractor Trade License Category

366576-5501

Utah License Number(s)

RESPECTFULLY SUBMITTED:

Perco Rock Co.

638 N. Iron Springs Rd, Cedar City Utah, 84721

Address


Signature

Hyrum Holm
Name

Estimator
Title

ACKNOWLEDGEMENT OF REVIEW

The BIDDER has fully inspected the site, has become familiar with the local conditions which might directly or indirectly affect the contract work, has correlated its personal observations with the requirements of the Project Manual, and has provided a notice of any defects or conditions that might alter the expectations of performance as set forth in the Project Manual.

The BIDDER has read and understands the Project Manual, has identified any questions or concerns about the Project and has ensured that all questions are fully clarified.

The BIDDER certifies and confirms its ability to construct the Project, within the specified time, based on detailed review of the plans and specifications and site visitation, from information available from the plans and specifications and applicable code, and represents that the Project Manual is full and complete, sufficient to have enabled the determination of the cost of the Work therein, to enter into the Contract and to enable it to construct the Work outlined hereunder, and that the BIDDER has no knowledge of any discrepancies, omissions, ambiguities or conflicts in the Project Manual.

BIDDER:

By  _____

Date 3-29-23

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we VanCon, Inc.
1825 No. Mountain Springs Parkway, Springville, UT 84663
as Principal, hereinafter called the Principal, and Employers Mutual Casualty Company
P.O. Box 712, Des Moines, IA 50306-0712
a corporation duly organized under the laws of State of IA

as Surety, hereinafter called the Surety, are held and firmly bound unto

Brian Head Town

56 N Hwy 143, Brian Head, UT 84719

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Toboggan Lane and Snowman Drive Waterline

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

Signed and sealed this 30th of March, 2023.

Emily Dunn
(Witness)

VanCon, Inc.

(Principal)

(Seal)

BY: [Signature] Vice President
(Title)

[Signature]
(Witness)

Susan Shields

Employers Mutual Casualty Company

(Surety)

BY: [Signature]
Stephanie Garahana (Title) Attorney-in-Fact



CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

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

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

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

Stephanie Garahana

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

Surety Bond Number: Bid Bond
Principal : VanCon, Inc.
Obligee : Brian Head Town

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

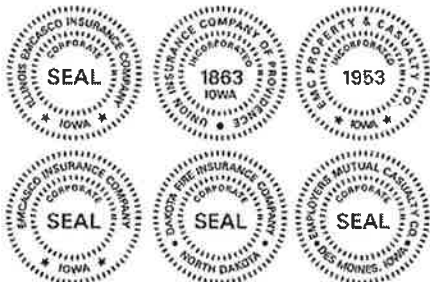
AUTHORITY FOR POWER OF ATTORNEY

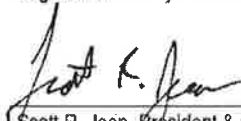
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

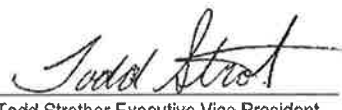
RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto,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

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19th day of September, 2022.

Seals

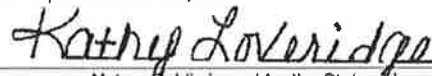



Scott R. Jean, President & CEO
of Company 1, Chairman, President
t& CEO of Companies 2, 3, 4, 5 & 6


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

On this 19th day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.


Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 19th day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 30th day of March, 2023.



Vice President

Toboggan Lane & Snowman Drive Waterline
Brian Head, Utah
Revised Preliminary Engineer's Opinion of Probable Construction Costs
June 30, 2022

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE Dollars & Cents	ITEM PRICE Dollars & Cents
1	Mobilization @ 10%	1	L.S.	\$61,879.00	\$61,879
2	8" D.I. Waterline	3,557	L.F.	\$85.00	\$302,345
3	8" Tee	8	Each	\$1,600.00	\$12,800
4	8" Gate Valves	24	Each	\$5,600.00	\$134,400
5	Fire Hydrant Assembly	10	Each	\$11,800.00	\$118,000
6	Tie-ins to Existing Piping	2	Each	\$2,500.00	\$5,000
7	6" Roadbase	35,570	Each	\$1.30	\$46,241
SUBTOTAL					\$680,665
20% CONTINGENCY					\$136,133
ENGINEERING & CONSTRUCTION MANAGEMENT					\$74,892
TOTAL					\$891,690



STAFF REPORT TO THE TOWN COUNCIL

SUBJECT: Canyon Sewer Expansion Project Bid Award
AUTHOR: Aldo Biasi
DEPARTMENT: Public Works
DATE: April 11, 2023
TYPE OF ITEM: Legislative Action

SUMMARY:

The Council will consider awarding the contract for the Canyon Sewer project to Perco Rock for the bid price of \$593,083.

BACKGROUND:

The first project of the Sewer CFP was to up size portions of the Canyon sewer line and also up size the manholes along those areas. Staff was directed by the Council to gather the data and engineer Summer 2022 and bid the project in Spring of 2023. Two contractors bid the job.

ANALYSIS:

There was a difference of only \$3,917.00 between the two contractors that bid on the job.

- Perco Rock bid - \$593,083
- Van Con Inc- \$597,000

FINANCIAL IMPLICATIONS:

The total cost for this project including engineering (\$29,894), construction management (\$37,236), contingency (\$99,031) and construction (\$593,083) is **\$759,244**. You will see the budgeted amount of \$760,00 in the budget document that was also presented to you at this meeting.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff Recommends awarding the bid to Perco Rock

PROPOSED MOTION:

I move to award the bid for the Canyon Sewer Line Expansion Project to Perco Rock for the sum of \$593,083 as presented.

ATTACHMENTS:

- A – Bid Tabulations
- B – Bid Documents for Perco Rock
- C- Bid Documents Van Con

**Brian Head Town
Canyon Sewer Capacity Project
Bid Tabulation - March 30, 2023**

BID SCHEDULE - BRIAN HEAD TOWN CANYON SEWER CAPACITY PROJECT

Item	Description	Quantit	Units	Perco Rock		Van Con, Inc.	
				Unit Price	Total	Unit Price	Total
1	Mobilization	1	Lump Sum	\$41,841.00	\$41,841.00	\$58,480.00	\$58,480.00
2	Traffic Control	1	Lump Sum	\$39,651.00	\$39,651.00	\$37,000.00	\$37,000.00
3	Clearing and Grubbing	10,760	S.F.	\$1.00	\$10,760.00	\$1.00	\$10,760.00
4	Remove Existing 48" Sewer Manhole	11	Each	\$1,484.00	\$16,324.00	\$1,500.00	\$16,500.00
5	Remove Existing 8" Sewer Pipe	2,152	Lineal Feet	\$15.00	\$32,280.00	\$20.00	\$43,040.00
6	Furnish and Install 12" SDR-35 PVC Sewer Pipe	2,152	Lineal Feet	\$108.00	\$232,416.00	\$110.00	\$236,720.00
7	Furnish and Install 60" Diameter Sewer Manhole	11	Each	\$9,952.00	\$109,472.00	\$7,000.00	\$77,000.00
8	Asphalt Patch (6" Asphalt over 12" Base)	100	S.F.	\$19.00	\$1,900.00	\$25.00	\$2,500.00
9	Bypass Pumping	1	L.S.	\$93,564.00	\$93,564.00	\$105,000.00	\$105,000.00
10	Test and Video Inspect New Sewer Pipe	1	Lump Sum	\$14,875.00	\$14,875.00	\$10,000.00	\$10,000.00
Total Bid Schedule					\$593,083.00		\$597,000.00

BID

Proposal of Perco Rock Co. (hereinafter called "BIDDER"),
organized and existing under the laws of the State of Utah doing business as Corporation *
to Brian Head Town (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of the Brian Head Canyon Sewer Capacity Project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT by October 15, 2023. BIDDER further agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum 1

*Insert "a corporation", "a partnership", or "an individual" as applicable.

**BRIAN HEAD TOWN
CANYON SEWER CAPACITY PROJECT**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit or lump sum prices. An **ACKNOWLEDGEMENT OF REVIEW (following page)** must be submitted with the **BID**.

NOTE: Payment to the CONTRACTOR: The CONTRACTOR is hereby advised that partial payments will be made monthly and that the final payment will be made within 30 days following the completion of all work specified.

NOTE: All bids shall be checked for mathematical errors by the Engineer. If errors have been made in the extension of the figures, it will be assumed that the unit prices are correct and the total amounts will be revised to reflect the corrections. Award will be made to the lowest responsible BIDDER.

BIDDERS may bid on any or all Bid Schedules. The OWNER will consider each Bid Schedule separately and may award contracts individually or in any combination.

**BID SCHEDULE
CANYON SEWER CAPACITY PROJECT**

Item No.	Item Description	Qty	Units	Unit Cost	Total
1	Mobilization	1	Lump Sum	\$41,841.00	\$41,841.00
2	Traffic Control	1	Lump Sum	\$39,651.00	\$39,651.00
3	Clearing and Grubbing	10,760	S.F.	\$1.00	\$10,760.00
4	Remove Existing 48" Sewer Manhole	11	Each	\$1,484.00	\$16,324.00
5	Remove Existing 8" Sewer Pipe	2,152	Lineal Feet	\$15.00	\$32,280.00
6	Furnish and Install 12" SDR-35 PVC Sewer Pipe	2,152	Lineal Feet	\$108.00	\$232,416.00
7	Furnish and Install 60" Diameter Sewer Manhole	11	Each	\$9,952.00	\$109,472.00
8	Asphalt Patch (6" Asphalt over 12" Base)	100	S.F.	\$19.00	\$1,900.00
9	Bypass Pumping	1	L.S.	\$93,564.00	\$93,564.00
10	Test and Video Inspect New Sewer Pipe	1	Lump Sum	\$14,875.00	\$14,875.00
		Bid Schedule Total			\$593,083.00

ATTEST:

(Seal - If Bid is by Corporation)

E100

Contractor Trade License Category

366576-5501

Utah License Number(s)

RESPECTFULLY SUBMITTED:

Perco Rock Co.

638N Iron Springs Rd, Cedar City Utah 84721

Address


Signature

Hyrum Holm
Name

Estimator
Title

ACKNOWLEDGEMENT OF REVIEW

The BIDDER has fully inspected the site, has become familiar with the local conditions which might directly or indirectly affect the contract work, has correlated its personal observations with the requirements of the Project Manual, and has provided a notice of any defects or conditions that might alter the expectations of performance as set forth in the Project Manual.

The BIDDER has read and understands the Project Manual, has identified any questions or concerns about the Project and has ensured that all questions are fully clarified.

The BIDDER certifies and confirms its ability to construct the Project, within the specified time, based on detailed review of the plans and specifications and site visitation, from information available from the plans and specifications and applicable code, and represents that the Project Manual is full and complete, sufficient to have enabled the determination of the cost of the Work therein, to enter into the Contract and to enable it to construct the Work outlined hereunder, and that the BIDDER has no knowledge of any discrepancies, omissions, ambiguities or conflicts in the Project Manual.

BIDDER:

By 

Date 3/30/23

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Perco Rock Co. as Principal, and Employers Mutual Casualty Company as Surety, are hereby held and firmly bound unto Brian Head Town as OWNER in the penal sum of Five Percent (5%) of Bid Amount for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 29th day of March, 2023. The Condition of the above obligation is such that whereas the Principal has submitted to Brian Head Town a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Brian Head Canyon Sewer Capacity Project

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

THEN this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Perco Rock Co.

Principal

By: *Herbert B. Breaux*

Employers Mutual Casualty Company

Surety

By: *[Signature]*

Taylor W. Winstead, Attorney-in-Fact

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



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

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

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

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

TAYLOR J. WILSTEAD

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

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

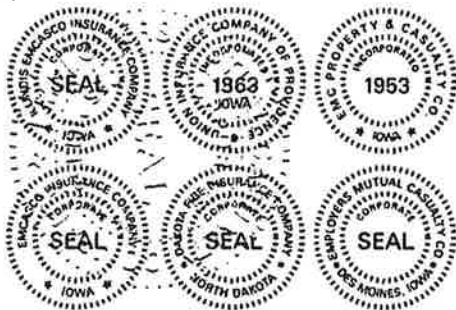
AUTHORITY FOR POWER OF ATTORNEY

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

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

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



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

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

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 29th day of March, 2023.

Ryan J. Springer
 Vice President

BID

Proposal of VanCon Inc. (hereinafter called "BIDDER"),
organized and existing under the laws of the State of Utah doing business as Corporation *
to Brian Head Town (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of the Brian Head Canyon Sewer Capacity Project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT by October 15, 2023. BIDDER further agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

|

*Insert "a corporation", "a partnership", or "an individual" as applicable.

**BRIAN HEAD TOWN
CANYON SEWER CAPACITY PROJECT**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit or lump sum prices. An **ACKNOWLEDGEMENT OF REVIEW (following page)** must be submitted with the **BID**.

NOTE: Payment to the CONTRACTOR: The CONTRACTOR is hereby advised that partial payments will be made monthly and that the final payment will be made within 30 days following the completion of all work specified.

NOTE: All bids shall be checked for mathematical errors by the Engineer. If errors have been made in the extension of the figures, it will be assumed that the unit prices are correct and the total amounts will be revised to reflect the corrections. Award will be made to the lowest responsible BIDDER.

BIDDERS may bid on any or all Bid Schedules. The OWNER will consider each Bid Schedule separately and may award contracts individually or in any combination.

**BID SCHEDULE
CANYON SEWER CAPACITY PROJECT**

Item No.	Item Description	Qty	Units	Unit Cost	Total
1	Mobilization	1	Lump Sum	58,480	58,480
2	Traffic Control	1	Lump Sum	37,000	37,000
3	Clearing and Grubbing	10,760	S.F.	1.00	10,760
4	Remove Existing 48" Sewer Manhole	11	Each	1,500	16,500
5	Remove Existing 8" Sewer Pipe	2,152	Lineal Feet	20.00	43,040
6	Furnish and Install 12" SDR-35 PVC Sewer Pipe	2,152	Lineal Feet	110.00	236,720
7	Furnish and Install 60" Diameter Sewer Manhole	11	Each	7,000	77,000
8	Asphalt Patch (6" Asphalt over 12" Base)	100	S.F.	25.00	2,500
9	Bypass Pumping	1	L.S.	105,000	105,000
10	Test and Video Inspect New Sewer Pipe	1	Lump Sum	10,000	10,000
		Bid Schedule Total			597,000

ATTEST: Emily Drum

(Seal - If Bid is by Corporation)

E100, B100, P200, S310

Contractor Trade License Category

367938-5501

Utah License Number(s)

RESPECTFULLY SUBMITTED:

VanCon Inc.

1825 N Mtn. Springs Pkwy. Springville, UT
Address 84663



Signature

Ken Van Sickle

Name

Vice President

Title

ACKNOWLEDGEMENT OF REVIEW

The BIDDER has fully inspected the site, has become familiar with the local conditions which might directly or indirectly affect the contract work, has correlated its personal observations with the requirements of the Project Manual, and has provided a notice of any defects or conditions that might alter the expectations of performance as set forth in the Project Manual.

The BIDDER has read and understands the Project Manual, has identified any questions or concerns about the Project and has ensured that all questions are fully clarified.

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BIDDER:

By  _____

Date · 3-29-23 _____

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we VanCon, Inc.
1825 No. Mountain Springs Parkway, Springville, UT 84663
as Principal, hereinafter called the Principal, and Employers Mutual Casualty Company
P.O. Box 712, Des Moines, IA 50306-0712
a corporation duly organized under the laws of State of IA

as Surety, hereinafter called the Surety, are held and firmly bound unto

Brian Head Town

56 N Hwy 143, Brian Head, UT 84719

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Canyon Sewer Capacity

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

Signed and sealed this 30th of March, 2023.

Emily Dunn
(Witness)

VanCon, Inc.

(Principal)

(Seal)

BY: [Signature]

Vice President

(Title)

Stacie Hanson
(Witness)

Stacie Hanson

Employers Mutual Casualty Company

(Surety)

BY: [Signature]

Stephanie Garahana

(Title) Attorney-in-Fact



CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

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

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

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

Stephanie Garahana

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

Surety Bond Number: Bid Bond
Principal : VanCon, Inc.
Obligee : Brian Head Town

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

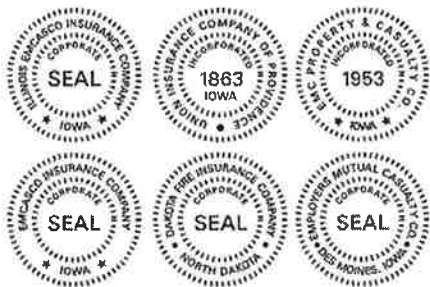
AUTHORITY FOR POWER OF ATTORNEY

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

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

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19th day of September, 2022.

Seals



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

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

On this 19th day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 19th day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 30th day of March, 2023.

Ryan J. Springer
Vice President



BRIAN HEAD

STAFF REPORT TO THE TOWN COUNCIL

ITEM:

SPECIAL SERVICE DISTRICT 2023 WATER LEASE AGREEMENT RESOLUTION

AUTHOR: Nancy Leigh, District Clerk
DEPARTMENT: Special Service District
DATE: April 11, 2023
TYPE OF ITEM: Legislative Action

SUMMARY:

The Council acting as the governing board of the Special Service District (The Board) will consider a resolution SSD-034, a resolution authorizing the Special Service District (SSD) to lease 243.08 acre feet of water for the 2023 irrigation season (April – October). Staff will have the final bid results on Monday, April 10, 2023 and will submit the final recommendation and amount during the Council meeting.

BACKGROUND:

In 2009 the SSD purchased 400-acre feet of water in the Parowan valley and entered into an inter-local agreement to allow the Town to use the water for municipal purposes. In 2011 an amendment was made to the inter-local agreement between the Town and the SSD in which the Town did not intend to beneficially use the remaining water rights, therefore, allowing the SSD to lease the water rights.

In 2013 an agreement between the SSD, the Town, Parowan City and Parowan Irrigation and Reservoir Company was signed in which a portion of these water rights were used in the Bristlecone Pond project to satisfy a provision that would allow for additional water flow into the Parowan main creek in the late irrigation season period. Out of the original 400-acre feet, 243.08-acre feet of water was left available for the SSD to lease annually.

Since 2014 Robert Brothers Dairy has been the successful bid for the water rights since there was a provision written in the lease agreement that allowed them the have right of first refusal. Mr. Roberts has exercised this provision every year since 2014 and during a review of the lease agreement in 2022, Matt Jenson, Town's water attorney, and staff discussed removing this provision from the agreement and allowing for an open bid process. The Town started receiving interested bidders who wanted a chance to lease the water rights in the last couple of years which led to a discussion with the attorney on removing the provision from the lease agreement.

ANALYSIS:

Staff has advertised the water rights for the 2023 irrigation season and also notified individuals who requested the Town contact them once the water rights are open for bid. The deadline for submitting bids for the water rights is noon on April 10, 2023. Once staff have reviewed the bids submitted, we will have the updated information ready for the Board to make a decision.

Robert Brothers Dairy will still have right of first refusal (RFR) for the 2023 irrigation season if they submit a bid for the water rights. At the time of this staff report, no bid from Mr. Roberts has been submitted. Staff notified Mr. Roberts last year that the rights of first refusal would no longer be in effect for the 2024 irrigation season and would then become an open bidding process.

Once the Board has adopted the resolution authorizing the lease agreement, staff will advertise the Notice of Agreement for the water lease agreement which allows an interested person to contest the legality of the resolution within 30 days after the adoption of resolution.

FINANCIAL IMPLICATIONS:

The funds received for the water rights lease in 2022 was \$5,000 which was identified in the Town's water fund.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff do not have a recommendation at this time since bids have not yet been received or reviewed.

PROPOSED MOTION:

I move to adopt resolution No. SSD-034, a resolution authorizing a water lease agreement to _____ in the amount of \$_____ for the 2023 irrigation season.

ATTACHMENTS:

A – Water Rights Lease Agreement Resolution

BRIAN HEAD SPECIAL SERVICE DISTRICT, UTAH

April 11, 2023

RESOLUTION SSD-_____

**A RESOLUTION AUTHORIZING A WATER RIGHTS LEASE AGREEMENT
WITH _____ FOR THE 2023 IRRIGATION SEASON.**

A. **WHEREAS** the Town of Brian Head (the “**Town**”) and the Brian Head Special Service District, Utah (the “**District**”) previously entered into an interlocal cooperation agreement titled Amended and Restated Water Rights Lease and dated September 22, 2009 (the “**2009 Lease Agreement**”) whereby the District leases certain water rights that it owns (the “**Water Rights**”) to the Town in exchange for payment of money to finance the purchase of those Water Rights.

B. **WHEREAS** the Town and District amended the 2009 Lease Agreement to allow District to lease the Water Rights or a portion of the Water Rights if Town does not intend to use them during a certain irrigation season.

C. **WHEREAS** the Town does not intend to beneficially use the portion of the Water Rights identified as water right number 75-2019 (“**WR 75-2019**”) during the 2023 irrigation season, and _____ (“**Lessee**”) desires to enter into a water rights lease agreement with the District to use WR 75-2019 supplementally for irrigation purposes with other water rights owned by the Lessee for the 2023 irrigation season.

D. **WHEREAS** the Governing Body of the District has determined that entering into a Water Rights Lease agreement with the Lessee in substantially the form attached as Exhibit A (the “**Water Rights Lease Agreement**”) is in compliance with the 2009 Lease Agreement, as amended, and will benefit and serve the purposes of the District.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Brian Head Special Service District, Utah as follows:

Section 1. The Water Rights Lease Agreement with the Lessee promotes the purposes for which the District has been established.

Section 2. The Water Rights Lease Agreement in substantially the form presented to this meeting and attached hereto as Exhibit A is in all respects approved, authorized and confirmed. The appropriate officials of the District are authorized to approve the final terms and to execute the Water Rights Lease Agreement on behalf of the District in the form and with substantially the same content as set forth in Exhibit A.

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Section 3. The Governing Body directs the District Clerk to be prepared and publish one time in the Spectrum a notice of agreement in substantially the form attached as Exhibit B. The District Clerk is directed to make a copy of this Resolution and a copy of the Water Right Lease Agreement available for review at the Clerk's office during regular business hours for 30 days after the publication of the notice of agreement. During that 30-day period, any person in interest may contest the legality of this Resolution or the Water Right Lease Agreement. After that 30-day period has passed, no one may contest this Resolution or the Water Right Lease Agreement for any cause whatsoever.

Section 4. All regulations, orders and resolutions of the District or parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency.

Section 5. The Clerk is directed to complete the attached Record of Proceedings.

Section 6. This Resolution shall become effective immediately upon adoption.

ADOPTED, APPROVED, and ORDERED by majority vote at a duly called meeting of the Governing Body of the Brian Head Special Service District, Utah this _____ day of April, 2023

**BRIAN HEAD SPECIAL SERVICE
DISTRICT, UTAH**

By: _____
Clayton Calloway, Chair

ATTEST:

Nancy Leigh, District Clerk

(S E A L)

RECORD OF PROCEEDINGS

April 11, 2023

The Governing Body of the District met in public session at its regular meeting place in the Town of Brian Head, Utah, at 1:00 p.m., or as soon thereafter as feasible, on April 11, 2023 with the following members present:

Clayton Calloway	District Chair
Martin Tidwell	Board Member
Larry Freeberg	Board Member
Shaun Kelly	Board Member
Kelly Marshall	Board Member

Also present:

Nancy Leigh	District Clerk
Bret Howser	District Manager

Absent: None

After the meeting had been duly called to order and the minutes of the preceding meeting read and approved, and after other matters not pertinent to this resolution had been discussed, the Clerk presented to the Town Council a Certificate of Compliance With Open Meeting Law with respect to this April 11, 2023 meeting, a copy of which is attached.

Board Member _____ then introduced and moved the adoption of the foregoing resolution, which motion was seconded by Board Member _____ and the motion was passed as follow:

AYE:

NAY:

ABSTAIN:

DRAFT

CERTIFICATE OF DISTRICT CLERK

I, Nancy Leigh, the duly qualified and acting Clerk of the District, certify according to the records of the District in my official possession that the foregoing constitutes a true and correct copy of the minutes of the meeting of the Governing Body held on April 11, 2023, including a resolution adopted at that meeting as the minutes and resolution are officially of record in my possession.

IN WITNESS WHEREOF, I have subscribed my official signature and impressed the official seal of the District this _____ day of April, 2023

Nancy Leigh, District Clerk

(S E A L)

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Nancy Leigh, the Clerk of the District, certify, according to the records of the District in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than 24 hours public notice of the agenda, date, time, and place of the April 11, 2023, public meeting held by the Governing Body as follows:

(a) By causing a Meeting Notice, in the form attached, to be posted at the District's principal offices at least 24 hours prior to the convening of the meeting, the Meeting Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of the Meeting Notice to be delivered to a newspaper of general circulation within the District at least 24 hours prior to the convening of the meeting.

(c) By causing a copy of the Meeting Notice to be posted on the Utah Public Notice Website at least 24 hours prior to the convening of the meeting.

DATED this _____ day of April, 2023

Nancy Leigh, District Clerk

(S E A L)

[Attach Meeting Notice]

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EXHIBIT A

WATER RIGHTS LEASE AGREEMENT

EXHIBIT B

NOTICE OF AGREEMENTS

On April ___, 2023, the Governing Body of the Brian Head Special Service District, Utah (the "District") adopted a resolution (the "Resolution") authorizing the District to enter into a Water Rights Lease Agreement for the 2023 irrigation season (the "2023 Lease"). Other than the lease of those water rights, the 2023 Lease does not affect the property rights of the District, and the 2023 Lease does not impose any obligations on the District other than the obligations related to the lease of the water rights. The term of the 2023 Lease term will be the 2023 irrigation season.

Copies of the Resolution and the 2023 Lease are and will be available for review at the Town Clerk's office located at 56 N. Hwy. 143 in Brian Head, Utah during regular business hours from 9:00 a.m. to 4:30 p.m. Monday-Friday for 30 days after the publication of this notice. During that 30-day period, any person in interest may contest the legality of the Resolution or the 2023 Lease. After that 30-day period has passed, no one may contest the Resolution or the 2023 Lease for any cause whatsoever.

DATED: April ___, 2023

/s/ Nancy Leigh
District Clerk/Town Clerk

WATER RIGHTS LEASE AGREEMENT

THIS AGREEMENT is entered this ____ day of April 2023 by and between Brian Head Special Service District ("**Lessor**") and _____ ("**Lessee**").

RECITALS

A. Lessor is the actual and record owner of water right number 75-2019 (the "**Water Right**"), approved for use of 243.08 acre-feet of water per year for irrigation use.

B. Lessee desires to use the Water Right for irrigation purposes with other water rights owned by the Lessee for the 2023 irrigation season.

C. Lessor and Lessee will file a temporary change application to temporarily change the approved points of diversion and place of use of the Water Right necessary to allow use by Lessee for the 2023 irrigation season.

D. Lessee desires to lease the Water Right from Lessor upon the terms and conditions set forth in this Agreement.

AGREEMENT

1. Lease Agreement. Lessor hereby leases the Water Right to Lessee to use up to 243.08 acre-feet of water with other water rights owned or held by Lessee for irrigation use during the 2023 irrigation season. The water leased under this Agreement shall be diverted from one or more of Lessee's underground wells and used on Lessee's property, as more particularly described in a temporary change application filed with the Utah Division of Water Rights, with the form of temporary change application to be prepared by Lessee and approved in writing by Lessor, in its reasonable discretion, before filing (the "**Temporary Change**").

2. Lease Payments. As the lease payment, the Lessee will pay Lessor a one-time, up-front rent payment equal to \$_____ which shall be paid before Lessee may divert any water under the Water Right. In addition to the lease payment described above, Lessee shall also pay the filing fee associated with the Temporary Change and reimburse Lessor for any Water Distribution Assessment associated with the Water Right for the 2023 irrigation season.

3. Diverting Works. All water diverted and used by Lessee shall be diverted from Lessee's groundwater wells described in the Temporary Change, and Lessee shall have the sole obligation and responsibility to develop, maintain, and operate, at its sole cost, the groundwater wells and water works to divert and use the water leased hereunder. Lessor shall have no responsibility or obligation for developing, maintaining, operating, or paying for any diversion and water works necessary for Lessee to divert

and use the water under this Lease, and Lessor shall have no obligation to deliver water to Lessee.

4. Indemnification. Lessee agrees to indemnify, defend, and hold the Lessor harmless from any and all liability, claims, demands, judgments, actions, and proceedings arising out of Lessee's taking and subsequent use of water pursuant to this Lease.

5. Termination. Lessee's failure to pay the lease payment and costs described in paragraph 2 when due shall constitute a default. Upon such default, the Lessor shall provide Lessee with a written notice of default explaining the nature of the claimed default. Service of the notice shall be deemed complete upon the date of depositing the same, registered, or certified mail, return receipt requested, postage prepaid, in the United States Post Office, and addressed to Lessee at its last known address. If Lessee does not cure a default within ten (10) business days of the date of service of the notice of default, then Lessor shall have the right to terminate this Agreement, and Lessee shall be liable to Lessor for any payments or costs due but unpaid.

6. Attorney's Fees. In any action arising out of an alleged breach of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees.

7. Assignment. This Agreement may only be assigned with written consent of the other Party. Such written consent shall not be unreasonably withheld by either party.

8. Notice. All notices shall be in writing by personal service, by mail, or by facsimile transmission, and shall be deemed to have been given as follows: on the date of personal service; on the date of post mark if by regular mail; on the date of the transmission if by facsimile transmission. For purposes of this Agreement, notice shall be addressed to the parties at the following addresses, facsimile numbers, and/or telephone numbers:

Lessor:
Brian Head Special Service District
Attn: Nancy Leigh
56 N. Hwy 143
P.O. Box 190068
Brian Head, UT 84719
nleigh@bhtown.utah.gov
Telephone: (435) 677-2029

Lessee:

Any party may change its address for notice under this Agreement by giving written notice to the other party in accordance with the provisions of this paragraph.

9. No Waiver. Any party's failure to enforce any provision of the Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing signed by the party intended to be benefited by the provisions and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

10. Drafting Party. This document has been and shall be deemed to be a product of joint drafting by the parties and there shall be no presumption otherwise.

11. Captions. The captions and headings in this Agreement are for convenience only and shall not be considered in construing any provision contained in this Agreement.

12. Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement between Lessor and Lessee. All negotiations, representations, warranties, and other agreements between the parties and related to the Water Right are merged herein.

13. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Utah.

[Signature Page Follows]

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DATED AND EFFECTIVE as of this _____ day of April 2023.

Lessor:

Brian Head Special Service District

Clayton Calloway, Chair

Attest:

Nancy Leigh, District Clerk

Lessee:
