

Bid Tabulation

Client: Hyrum City
 Project: Cemetery Grading
 Project No.: 57-23-005
 Date: December 23, 2024

Roadway Reconstruction				Leishman & Sons		Birch Creek		Brent Webb		Forefront		Juniper Earthworks		Staker Parson		N.W. King & Sons		Cook		JMCS	
Item #	Description	Unit	Estimated Quantity	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	Bid Unit Price 6	Bid Total Price 6	Bid Unit Price 7	Bid Total Price 7	Bid Unit Price 8	Bid Total Price 8	Bid Unit Price 9	Bid Total Price 9
1	Mobilization	Lump Sum	1	\$ 600.00	\$ 600.00	\$ 2,000.00	\$ 2,000.00	\$ 2,600.00	\$ 2,600.00	\$ 46,697.21	\$ 46,697.21	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 1,550.00	\$ 1,550.00	\$ 500.00	\$ 500.00
2	Remove and Dispose of Mailbox	Lump Sum	1	\$ -	\$ -	\$ 50.00	\$ 50.00	\$ 75.00	\$ 75.00	\$ 160.43	\$ 160.43	\$ 1.00	\$ 1.00	\$ 160.00	\$ 160.00	\$ 100.00	\$ 100.00	\$ 250.00	\$ 250.00	\$ 50.00	\$ 50.00
3	Remove and Dispose of Basketball Hoop and Base	Lump Sum	1	\$ -	\$ -	\$ 150.00	\$ 150.00	\$ 75.00	\$ 75.00	\$ 269.33	\$ 269.33	\$ 100.00	\$ 100.00	\$ 600.00	\$ 600.00	\$ 200.00	\$ 200.00	\$ 850.00	\$ 850.00	\$ 75.00	\$ 75.00
4	Remove and Dispose of Tires	Lump Sum	1	\$ -	\$ -	\$ 500.00	\$ 500.00	\$ 120.00	\$ 120.00	\$ 269.33	\$ 269.33	\$ 250.00	\$ 250.00	\$ 525.00	\$ 525.00	\$ 275.00	\$ 275.00	\$ 850.00	\$ 850.00	\$ 150.00	\$ 150.00
5	Remove and Dispose of Landscape Boulder	Lump Sum	1	\$ -	\$ -	\$ 500.00	\$ 500.00	\$ 120.00	\$ 120.00	\$ 67.33	\$ 67.33	\$ 200.00	\$ 200.00	\$ 700.00	\$ 700.00	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00	\$ 775.00	\$ 775.00
6	Remove and Dispose of Chainlink Fence	Lump Sum	1	\$ -	\$ -	\$ 500.00	\$ 500.00	\$ 1,020.00	\$ 1,020.00	\$ 538.67	\$ 538.67	\$ 450.00	\$ 450.00	\$ 525.00	\$ 525.00	\$ 300.00	\$ 300.00	\$ 220.00	\$ 220.00	\$ 225.00	\$ 225.00
7	Remove and Dispose of Doghouse	Lump Sum	1	\$ -	\$ -	\$ 150.00	\$ 150.00	\$ 50.00	\$ 50.00	\$ 67.33	\$ 67.33	\$ 50.00	\$ 50.00	\$ 180.00	\$ 180.00	\$ 300.00	\$ 300.00	\$ 220.00	\$ 220.00	\$ 15.00	\$ 15.00
8	Remove and Dispose of Railroad Ties	Lump Sum	1	\$ -	\$ -	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 269.33	\$ 269.33	\$ 250.00	\$ 250.00	\$ 1,120.00	\$ 1,120.00	\$ 300.00	\$ 300.00	\$ 450.00	\$ 450.00	\$ 25.00	\$ 25.00
9	Remove and Dispose of Tree Stump/Rootball	Lump Sum	1	\$ -	\$ -	\$ 500.00	\$ 500.00	\$ 780.00	\$ 780.00	\$ 67.33	\$ 67.33	\$ 2,500.00	\$ 2,500.00	\$ 1,600.00	\$ 1,600.00	\$ 1,700.00	\$ 1,700.00	\$ 650.00	\$ 650.00	\$ 3,253.00	\$ 3,253.00
10	Remove and Dispose of Bushes/Landscaping	Lump Sum	1	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 980.00	\$ 980.00	\$ 269.33	\$ 269.33	\$ 1,800.00	\$ 1,800.00	\$ 8,700.00	\$ 8,700.00	\$ 7,500.00	\$ 7,500.00	\$ 2,350.00	\$ 2,350.00	\$ 2,374.00	\$ 2,374.00
11	Remove and Dispose of Concrete Tiered Walls	Lump Sum	1	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 3,200.00	\$ 3,200.00	\$ 1,346.66	\$ 1,346.66	\$ 5,500.00	\$ 5,500.00	\$ 5,200.00	\$ 5,200.00	\$ 2,150.00	\$ 2,150.00	\$ 5,820.00	\$ 5,820.00	\$ 8,604.00	\$ 8,604.00
12	Remove and Dispose of Asphalt Driveway	Lump Sum	1	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 1,220.00	\$ 1,220.00	\$ 269.33	\$ 269.33	\$ 6,500.00	\$ 6,500.00	\$ 1,825.00	\$ 1,825.00	\$ 2,150.00	\$ 2,150.00	\$ 2,932.00	\$ 2,932.00	\$ 2,733.00	\$ 2,733.00
13	Remove and Dispose of Concrete Driveway	Lump Sum	1	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 1,260.00	\$ 1,260.00	\$ 538.67	\$ 538.67	\$ 6,500.00	\$ 6,500.00	\$ 1,800.00	\$ 1,800.00	\$ 3,450.00	\$ 3,450.00	\$ 5,816.00	\$ 5,816.00	\$ 7,165.00	\$ 7,165.00
14	Remove and Dispose of Concrete Floor	Lump Sum	1	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	\$ 2,240.00	\$ 2,240.00	\$ 1,346.66	\$ 1,346.66	\$ 6,500.00	\$ 6,500.00	\$ 3,100.00	\$ 3,100.00	\$ 3,450.00	\$ 3,450.00	\$ 8,676.00	\$ 8,676.00	\$ 10,238.00	\$ 10,238.00
15	Remove and Dispose of Foundation Wall and Footer	Lump Sum	1	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	\$ 7,840.00	\$ 7,840.00	\$ 1,346.66	\$ 1,346.66	\$ 8,500.00	\$ 8,500.00	\$ 5,800.00	\$ 5,800.00	\$ 8,450.00	\$ 8,450.00	\$ 12,316.00	\$ 12,316.00	\$ 12,562.00	\$ 12,562.00
16	Remove and Dispose of Concrete Garage Foundation Wall and Footer	Lump Sum	1	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 3,620.00	\$ 3,620.00	\$ 269.33	\$ 269.33	\$ 6,500.00	\$ 6,500.00	\$ 1,400.00	\$ 1,400.00	\$ 5,450.00	\$ 5,450.00	\$ 6,873.00	\$ 6,873.00	\$ 6,791.00	\$ 6,791.00
17	Remove and Dispose of Brick and Home Debris	Lump Sum	1	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,480.00	\$ 2,480.00	\$ 1,346.66	\$ 1,346.66	\$ 5,500.00	\$ 5,500.00	\$ 6,300.00	\$ 6,300.00	\$ 3,450.00	\$ 3,450.00	\$ 9,200.00	\$ 9,200.00	\$ 4,969.00	\$ 4,969.00
18	Grade House Area to Match Existing Grade (PLA	Lump Sum	1	\$ 3,600.00	\$ 3,600.00	\$ 2,000.00	\$ 2,000.00	\$ 7,900.00	\$ 7,900.00	\$ 1,346.66	\$ 1,346.66	\$ 6,000.00	\$ 6,000.00	\$ 17,500.00	\$ 17,500.00	\$ 14,800.00	\$ 14,800.00	\$ 8,560.00	\$ 8,560.00	\$ 17,995.00	\$ 17,995.00
0			0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Bid Price					\$14,850.00		\$ 21,850.00		\$ 35,830.00		\$ 56,486.25		\$ 58,601.00		\$ 62,035.00		\$ 65,525.00		\$ 68,333.00		\$ 78,499.00

96 North 600 East Home Removal/Regrading

Juniper Earthworks	58,601.00
Staker Parson	62,035.00
Brent Webb Excavating	35,830.00
Birch Creek	21,850.00
N.W King & Sons, Inc	65,525.00
Leishman & Sons	14,850.00
Forefront General Contracting	56,486.25
Cook Building	68,333.00
J.M.C.S	78,498.00

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
1	Mobilization	Lump Sum	1	\$5,000.00
2	Remove and Dispose of Mailbox	Lump Sum	1	\$160.00
3	Remove and Dispose of Basketball Hoop and Base	Lump Sum	1	\$600.00

4	Remove and Dispose of Tires	Lump Sum	1	\$525.00
5	Remove and Dispose of Landscape Boulder	Lump Sum	1	\$700.00
6	Remove and Dispose of Chainlink Fence	Lump Sum	1	\$525.00
7	Remove and Dispose of Doghouse	Lump Sum	1	\$180.00
8	Remove and Dispose of Railroad Ties	Lump Sum	1	\$1,120.00
9	Remove and Dispose of Tree Stump/Rootball	Lump Sum	1	\$1,600.00
10	Remove and Dispose of Bushes/Landscaping	Lump Sum	1	\$8,700.00
11	Remove and Dispose of Concrete Tiered Walls	Lump Sum	1	\$5,200.00
12	Remove and Dispose of Asphalt Driveway	Lump Sum	1	\$1,825.00
13	Remove and Dispose of Concrete Driveway	Lump Sum	1	\$1,800.00
14	Remove and Dispose of Concrete Floor	Lump Sum	1	\$3,100.00
15	Remove and Dispose of Foundation Wall and Footer	Lump Sum	1	\$5,800.00
16	Remove and Dispose of Concrete Garage Foundation Wall and Footer	Lump Sum	1	\$1,400.00
17	Remove and Dispose of Brick and Home Debris	Lump Sum	1	\$6,300.00
18	Fill and Regrade House Area to Match Existing Grade (PLAN QUANTITY)	Lump Sum	1	\$17,500.00
Total of All Line-Item Costs				\$ \$62,035.00

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

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: Matthew Adamson
_____ (individual's signature)

Name: Matthew Adamson
_____ (typed or printed)

Title: Estimator/PM
_____ (typed or printed)

Date: 12/20/24
_____ (typed or printed)

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

Attest: Shad East
_____ (individual's signature)

Name: Shad East
_____ (typed or printed)

Title: Estimator/PM
_____ (typed or printed)

Date: 12/20/24
_____ (typed or printed)

Address for giving notices:

250 N 300 E Smithfield, UT 84335

Bidder's Contact:

Name: Matt Adamson
_____ (typed or printed)

Title: Estimator/PM
_____ (typed or printed)

Phone: 3855159687

Email: matt.adamson@stakerparson.com

Address: 250 N 300 E Smithfield, UT 84335

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


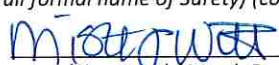
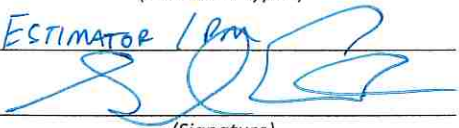
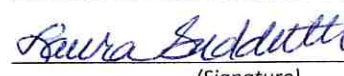
**SECTION 00 43 13
BID BOND (PENAL SUM FORM)**

Bond No. 69453-ZUR-24-292

<p>Bidder Name: Staker & Parson Companies dba Jack B. Parson Companies Address (<i>principal place of business</i>): 250 North 300 East Smithfield, UT 84335</p>	<p>Surety Name: Fidelity and Deposit Company of Maryland Address (<i>principal place of business</i>): 1299 Zurich Way, 5th Floor Schaumburg, IL 60196 - 1056</p>
<p>Owner Name: Hyrum City Corp. Address (<i>principal place of business</i>): 83 West Main Street Hyrum, UT 84319</p>	<p>Bid Project (<i>name and location</i>): Hyrum City 96 N 600 E House Removal and Regrading, Hyrum City, Utah Bid Due Date: 12/20/2024</p>

Bond
 Penal Sum: Five Percent of Amount Bid (5%)
 Date of Bond: 12/16/2024

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.

<p>Bidder Staker & Parson Companies dba Jack B. Parson Companies (<i>Full formal name of Bidder</i>)</p>	<p>Surety Fidelity and Deposit Company of Maryland (<i>Full formal name of Surety</i>) (<i>corporate seal</i>)</p>
<p>By: <u></u> (<i>Signature</i>)</p>	<p>By: <u></u> (<i>Signature</i>) (<i>Attach Power of Attorney</i>)</p>
<p>Name: <u>Matthew Adamson</u> (<i>Printed or typed</i>)</p>	<p>Name: <u>Misty Witt</u> (<i>Printed or typed</i>)</p>
<p>Title: <u>ESTIMATOR / PM</u></p>	<p>Title: <u>Attorney-in-Fact</u></p>
<p>Attest: <u></u> (<i>Signature</i>)</p>	<p>Attest: <u></u> (<i>Signature</i>)</p>
<p>Name: <u>Shad East</u> (<i>Printed or typed</i>)</p>	<p>Name: <u>Laura Sudduth</u> (<i>Printed or typed</i>)</p>
<p>Title: <u>Estimator / Project Manager</u></p>	<p>Title: <u>Surety Witness</u></p>

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.

**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 **Robert D. Murray, Vice President**, 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 Misty Witt, 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 29th day of January, A.D. 2024.

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



By: *Robert D. Murray*
Vice President



By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 29th day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, 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, depose 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
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



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 16th day of December, 2024.



A handwritten signature in cursive script, appearing to read "T O McClellan", is written over a horizontal line.

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

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Staker & Parson Companies		
Corporate Office			
Name:	Brad Hansen	Phone number:	801-731-1111
Title:	North Wasatch Front Manager	Email address:	
Business address of corporate office:	2350 S 1900 W		
	Ogden, UT 84401		
Local Office			
Name:	Matt Adamson	Phone number:	4355633242
Title:	Estimator	Email address:	matt.adamson@stakerparson.com
Business address of local office:	250 N 300 E		
	Smithfield, UT 84335		

1.02 Provide information on the Business’s organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	2002	State in which Business was formed:	Utah
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	Oldcastle Materials/CRH	Affiliation:	Parent Company
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

Name:	Matt Adamson	Title:	Estimator
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ 1,000,000
Name:	Kyle Wood	Title:	Construction Manager
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ 5,000,000
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Utah Contractors License		
Licensing Agency:	State of Utah		
License No:	4910822-5501	Expiration Date:	11/30/2025
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business’s Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input checked="" type="checkbox"/> None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:	Byron Fabian	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
Bachelor's degree BS Occ Safety	BYU-Idaho	
OHSA 30 Construction	OSHA	N/A

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2021			2022			2023		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Staker Parson	.52	1.3	5,548,084	.57	1	5,602,604	.6	1.9	5,593,883

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:	Please visit https://www.crh.com/		
Date of Business’s most recent financial statement:			<input type="checkbox"/> Attached
Date of Business’s most recent audited financial statement:			<input type="checkbox"/> Attached
Financial indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Fidelity and Deposit Company of Maryland		
Surety is a corporation organized and existing under the laws of the state of:	Illinois		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):	1400 American Lane Tower 119 Floor		
	Schaumburg, ILL 60196		
Physical Address (principal place of business):	1400 American Lane Tower 119 Floor		
	Schaumburg, ILL 60196		
Phone (main):	847-605-6000	Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Liberty Mutual Insurance			
Are providers licensed or authorized to issue policies in the Project location?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):	1876 Waycross Road		
	Cincinnati, OH 45240		
Physical Address (principal place of business):	Same as Mailing		
Phone (main):	513-867-3822	Phone (claims):	801-409-2466

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	Please visit https://www.crh.com/
Estimate of revenue for the current year:	Please visit https://www.crh.com/
Estimate of revenue for the previous year:	Please visit https://www.crh.com/

8.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:	30+	As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS


9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business’s safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Staker Parson Companies
(typed or printed name of organization)

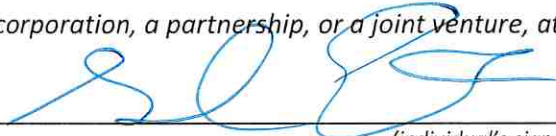
By: 
(individual's signature)

Name: Matt Adamson
(typed or printed)

Title: Estimator / Project Manager
(typed or printed)

Date: 12/20/2024
(date signed)

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

Attest: 
(individual's signature)

Name: Shad East
(typed or printed)

Title: Estimator
(typed or printed)

Address for giving notices:
250 N 300 E Smithfield, UT 84335

Designated Representative:

Name: Matt Adamson
(typed or printed)

Title: Estimator Project Manager
(typed or printed)

Address: 250 N 300 E Smithfield, UT 84335

Phone: 435-563-3242

Email: matt.adamson@stakerparson.com

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Schedule A—Current Projects

Name of Organization		Staker Parson Companies		Project Name		1200 East Corridor Roundabouts	
Project Owner		City of Logan		Date Project		2024	
General Description of Project		Roadway Reconstruction and New Roundabouts					
Project Cost		7.2M+		Date Project		2024	
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name		Matt Adamson		Craig Grover		Byron Fabion	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)		Project Superintendent		Safety Manager		Quality Control Manager	
Name		Matt Adamson		Craig Grover		Byron Fabion	
Owner		Alex O.		Project Manager		Logan City	
Designer		Justin Jones		Engineer		Civil Science	
Construction Manager							
Project Owner		City of Logan		Project Name		Logan 200 S Roadway Reconstruct	
General Description of Project		Total Reconstruction of Existing Road					
Project Cost		5M+		Date Project		2024	
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name		Shad East		Kirt Gardener		Byron Fabion	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)		Project Superintendent		Safety Manager		Quality Control Manager	
Name		Shad East		Kirt Gardener		Byron Fabion	
Owner		Alex Oliphant		Project Manager		Logan City	
Designer							
Construction Manager							
Project Owner		Nibley City		Project Name		Nibley 1200 West	
General Description of Project		Roadway Reconstruction and Roundabouts					
Project Cost		3.5M+		Date Project		2023/2024	
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name		Shad East		Phil Hall		Byron Fabion	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)		Project Superintendent		Safety Manager		Quality Control Manager	
Name		Shad East		Phil Hall		Byron Fabion	
Owner		Tom Dickenson		City Engineer		Nibley City	
Designer							
Construction Manager							

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Schedule B—Previous Experience with Similar Projects

Name of Organization		Staker Parson Companies		Project Name	Logan Costco
Project Owner		Costco			
General Description of Project		Site Work for new Costco Bldg			
Project Cost	6.5M+	Date Project	2022	Safety Manager	Quality Control Manager
Key Project Personnel	Project Manager	Project Superintendent	Byron Fabion	Tyler Surrage	
Name	Shad East	Kirt Gardner			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					
Project Owner		Lee's Marketplace		Project Name	Richmond Lee's Market Place
General Description of Project		Site work for new Lee's Market Place			
Project Cost	3.5M+	Date Project	2022-2023	Safety Manager	Quality Control Manager
Key Project Personnel	Project Manager	Project Superintendent	Byron Fabion	Tyler Surrage	
Name	Shad East	Kade Smith			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer					
Construction Manager					
Project Owner		Logan City		Project Name	Logan 400 East Reconstruction
General Description of Project		Roadway Reconstruction of 400 East 1400 N to 1500 N			
Project Cost	400,000+	Date Project	2023	Safety Manager	Quality Control Manager
Key Project Personnel	Project Manager	Project Superintendent	Byron Fabion	Tyler Surrage	
Name	Matt Adamson	Perry Cartwright			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	Alex oliphant	Project Manager	Logan City	435-994-4807	
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization		Staker Parson Companies		Project Name		3100 N Roadway and Utility Improvements	
Project Owner		Hyde Park City		Project Name		3100 N Roadway and Utility Improvements	
General Description of Project		Reconstruction for Roadway and Utilities					
Project Cost		1.5M+		Date Project		2021	
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name		Shad East		Kade Smith		Byron Fabion	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)		Name		Title/Position		Organization	
Owner		Bret Knight		Hyde Park			
Designer							
Construction Manager							
Project Owner				Project Name			
General Description of Project							
Project Cost				Date Project			
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name							
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)		Name		Title/Position		Organization	
Owner							
Designer							
Construction Manager							
Project Owner				Project Name			
General Description of Project							
Project Cost				Date Project			
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name							
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)		Name		Title/Position		Organization	
Owner							
Designer							
Construction Manager							
Project Owner				Project Name			
General Description of Project							
Project Cost				Date Project			
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name							
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)		Name		Title/Position		Organization	
Owner							
Designer							
Construction Manager							

Schedule C—Key Individuals

Project Manager			
Name of individual		Matt Adamson	
Years of experience as project manager		5+	
Years of experience with this organization		2	
Number of similar projects as project manager		5+	
Number of similar projects in other positions		5+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
See attached current projects			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Kyle Wood	Name	
Title/Position	Construction Manager	Title/Position	
Organization	Staker Parson Companies	Organization	
Telephone	435-563-3242	Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual		Kade Smith	
Years of experience as project superintendent		10+	
Years of experience with this organization		20+	
Number of similar projects as project superintendent		20+	
Number of similar projects in other positions		20+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
See attached Current Projects			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Kyle Wood	Name	
Title/Position	Construction Manger	Title/Position	
Organization	Staker Parson Companies	Organization	
Telephone	435-563-3242	Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Byron Fabian	
Years of experience as project manager		6	
Years of experience with this organization		6	
Number of similar projects as project manager		100+	
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
12th Street Ogden		As needed	2025
Layton City Streets		As needed	end of 2024
1200 East Roundabouts		As needed	OCT 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Ben Orgill	Name	Carlos Edmund
Title/Position	Regional Safety Manager	Title/Position	Field Safety Specialist
Organization	Staker Parson Companies	Organization	Staker Parson Companies
Telephone		Telephone	3852085063
Email	ben.orgill@na.crh.com	Email	Carlos.edmund@na.crh.com
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		Tyler Surrage	
Years of experience as project superintendent		20+	
Years of experience with this organization		20+	
Number of similar projects as project superintendent		20+	
Number of similar projects in other positions		20+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Company QC Manager		100%	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jake Goodliffe	Name	
Title/Position	VP	Title/Position	
Organization	Staker Parson	Organization	
Telephone	801-731-1111	Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

STATE OF UTAH DEPARTMENT OF COMMERCE ACTIVE LICENSE STAKER & PARSON COMPANIES 2350 S 1900 W STE 100 OGDEN UT 84401 EFFECTIVE 07/19/2002	EXPIRATION 11/30/2025	REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S) 4910822-5501 Contractor With LRF B100, E100, S310 DBAs: REYNOLDS EXCAVATION, DEMOLITION AND UTILITIES STAKER PARSON MATERIALS & CONSTRUCTION JACK B PARSON READY MIX CONCRETE HALES SAND & GRAVEL
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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.

STAKER & PARSON COMPANIES
 2350 S 1900 W STE 100
 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: 07/19/2002
EXPIRATION DATE: 11/30/2025
ISSUED TO: STAKER & PARSON COMPANIES
2350 S 1900 W STE 100
OGDEN UT 84401



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

4910822-5501 B100, E100, S310	Contractor With LRF DBAs: REYNOLDS EXCAVATION, DEMOLITION AND UTILITIES STAKER PARSON MATERIALS & CONSTRUCTION JACK B PARSON READY MIX CONCRETE HALES SAND & GRAVEL WESTERN ROCK PRODUCTS BURDICK MATERIALS JACK B PARSON COMPANIES
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APPOINTMENT OF AUTHORIZED EMPLOYEES

Pursuant to the authority granted by the Board of Directors of Staker & Parson Companies ("the Company"), Michael Kurz Mountain West Region President of the Company, hereby declares 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:

Brent Burr	Jake Goodliffe
Chris Kinnersley	Travis Canfield
John Eric Emerson	Brandon Pack
Tim Brown	Derrick Pack
Cade Christoffersen	Jeff Trosper

*** Authority to sign hauler agreements**

Adams, Austin	Clayton, Rosalee	Grantham, Jerry
Albrecht, David	Clevenger, Ross	Graves, Jaclyn
Aldrich, Nikki	Cobbley, Greg	Greene, Rhonda
Allan, Dawn	Coffman, Rylene	Green, Dale
Allen, Joseph	Cokusis, Chris	Green, Leslie
Alter, Matt	*Collard, Bevan	Griffiths, Monica
Anderson, Austin	*Collard, Jeff	*Groves, Jon
Anderson, Brad	Conner, Rhandi	Guerrera, Victoria
Armstrong, Pat	Cordova, Steve	Gunter, Gerald
Barker, Heather	Crocker, James	Guymon, Jeremy
Barrett, Shanna	Crossley, Brooke	Guymon, Tim
Barton, Sherri	Dalley, Mike	Hanks, Mike
Bennett, Gary	Dalton, Brent	Hansen, Destrie
Bennett, Jordan	Davis, Jeff	*Hansen, Brad
*Bentley, Tim	Davis, Shannon	Hansen, Justin
Berntson, Brad	Dill, Kevin	Hayes, Hudd
Berry, Todd	Doty, Travis	Hernandez, Ed
Boyer, Lane	Dunn, Peggy	Herring, Chris
Braden, Kyle	East, Shad	Hiatt, Phill
Broadhead, Jade	Edmunds, Brent	Hickman, Tony
Braun, Perry	Edwards, Annette	Hill, Robin
Brittain, Thomas	Eells, William	Hintze, Shane
Burr, Derek	Ekart, Alyssa	Hobbs, Jared
Burr, Kade	*Ellison, Landon	Hogan, Jim
Burrows, Kristine	*Fabrizio, Craig	Hopkins, Mike
Butler, Kathren (HK)	Fisher, Heather	Inama, Adrian
Cardinet, James	Foster, Angela	Jacobs, Paul
Carter, Mark	Fred, Lynn	Jensen, Brian
Chamberlain, McKay	Freston, Grace	Jensen, Jeff
Christiansen, Hugh	Garcia, Krista	Johnson, Matt
Christensen, Buddy	Goodrich, Lee	Johnson, Kodey
Clark, Pat		Jolley, Kevin

Julian, Norma
Keenan, Tim
Kelly, Jim
King, Darin
Larsen, James
Larsen, Mike
Law, Kim
Leatherwood, Dan
Lewis, Mitch
Limb, Amy
Liu, Cheyenne
Lovato, Sammy
Lovel, Zachery
Luke, Eric
Lundell, Colton
Lutz, Jason
Magalhaes, Igor
Mantz, Dorace
Marshall, Bob
Martin, Terrill
Martinez, Annie
Mason, Jaden
Matheson, Bryan
Maxfield, James (Dak)
Mays, Ashley
McCarthy, Nancy
McCoy, Brian
McFadden, Scott
McKickell, Darcy
McMillan, Cheryl (Sherry)
*Meikle, Travis
Mendoza, Julio
Mendoza, Keri
Meyers, David
Mickles, Shannon
Montoya, Kelly
Morgan, Kelly
Morrill, Clint
Moynier, Ryan
Murray, Ronan
Neilson, Erik
Nelson, Iris

Nelson, Ray
Neria, Nick
Neumeyer, Ryan
*Newby, Mike
Nielson, Lisa
Nielson, John
Niemeyer, Alice
Olsen, Ryan
Olson, Drake
*Oman, Chance
Ormes, Angela
Ostergaard, Tamera
Owen, Matt
Packard, Clay
*Painter, Trevor
Peirce, Bobby
Petty, Justin
Ponton, James
Poole, Tyler
Prill, Dusty
Ramm, Justin
Rasmussen, Blake
Rasmussen, Brock
Richards, Derek
*Rivera, Sean
Robinson, James
Ross, Kelly
Rowley, Craig
Ryan, Cam
Sagers, Gregg
*Sargent, Trent
Schildhauer, Jill
*Severinsen, Kurt
Sharp, Michelle
Sheffield, Mark
Sibbett, April (Maus)
Simpson, Jason
Smith, Jayson R
Sommer, Aaron
*Spackman, Travis
Spillman, Michael
Stevenson, John

Staker, Jonas
*Stinger, Nathan
Stocks, Brian
Strick, Shane
Sullivan, Johnathan
Taintor, Rhett
Taney, Ben
Taron, Michael Shaun
Tayler, Brian
Taylor, Mark
Thackeray, Nicholas
Thain, Ryan
Thompson, Jerry
Thurgood, Dave
Thorpe, Tommy
Tranter, Jack
Trent, Heather
Trosper, Jeff
VanDyke, Andrew
Vigil, Robert
Vowles, Natalie
Whalen, Curtis
Waite, Glenn
Walker, Adam
Ward, Shawn
Ward, Thomas
Ward, Tyler
Wilcox, Jeremy
Wilden, Joseph
*Wilkes, John
Williams, David
*Williams, Taylor
Wilson, Peter J
*Wood, Kyle
Woodruff, Lisa
Worthington, Michael
Yang, Vickie
Yates, Todd
*Ylincheta, Chris
Young, Josh
Zakotnik, Wayne (Zeke)

Mike Kurz

SFE61FE2AE0100875C2B46A9ABA4FBC0

readysign

Michael Kurz
Mountain West Region President

04/09/2024

Date

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
1	Mobilization	Lump Sum	1	2000 ⁰⁰
2	Remove and Dispose of Mailbox	Lump Sum	1	50 ⁰⁰
3	Remove and Dispose of Basketball Hoop and Base	Lump Sum	1	150 ⁰⁰

4	Remove and Dispose of Tires	Lump Sum	1	500 ⁰⁰
5	Remove and Dispose of Landscape Boulder	Lump Sum	1	500 ⁰⁰
6	Remove and Dispose of Chainlink Fence	Lump Sum	1	500 ⁰⁰
7	Remove and Dispose of Doghouse	Lump Sum	1	150 ⁰⁰
8	Remove and Dispose of Railroad Ties	Lump Sum	1	500 ⁰⁰
9	Remove and Dispose of Tree Stump/Rootball	Lump Sum	1	500 ⁰⁰
10	Remove and Dispose of Bushes/Landscaping	Lump Sum	1	1000 ⁰⁰
11	Remove and Dispose of Concrete Tiered Walls	Lump Sum	1	1500 ⁰⁰
12	Remove and Dispose of Asphalt Driveway	Lump Sum	1	1500 ⁰⁰
13	Remove and Dispose of Concrete Driveway	Lump Sum	1	2000 ⁰⁰
14	Remove and Dispose of Concrete Floor	Lump Sum	1	2500 ⁰⁰
15	Remove and Dispose of Foundation Wall and Footer	Lump Sum	1	2500 ⁰⁰
16	Remove and Dispose of Concrete Garage Foundation Wall and Footer	Lump Sum	1	2000 ⁰⁰
17	Remove and Dispose of Brick and Home Debris	Lump Sum	1	2000 ⁰⁰
18	Fill and Regrade House Area to Match Existing Grade (PLAN QUANTITY)	Lump Sum	1	2000 ⁰⁰
Total of All Line-Item Costs				\$ 21,850 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

**SECTION 00 43 13
 BID BOND (PENAL SUM FORM)**

Bidder Name: <u>BIRCHCREEK LANDSCAPE INC. & EXCAVATION</u> Address (principal place of business): <u>1927 - Canyon Road</u> <u>SMITHFIELD UT 84335</u>	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 96 N 600 E House Removal and Regrading, Hyrum City, Utah Bid Due Date:
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 LANDSCAPE INC.</u> (Full formal name of Bidder)	Surety _____ (Full formal name of Surety) (corporate seal)
By: _____ (Signature)	By: _____ (Signature) (Attach Power of Attorney)
Name: <u>STANLEY LIZONORUIT</u> (Printed or typed)	Name: _____ (Printed or typed)
Title: <u>PRESIDENT</u>	Title: _____
Attest: <u>[Signature]</u> (Signature)	Attest: _____ (Signature)
Name: _____ (Printed or typed)	Name: _____ (Printed or typed)
Title: _____	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.	

BIDDER hereby submits this Bid as set forth above:

Bidder:

BIRCHCREEK LANDSCAPE + EXCAVATION^{INC.}
(typed or printed name of organization)

By:

[Signature]
(individual's signature)

Name:

SHAWN CRONQUIST
(typed or printed)

Title:

PRESIDENT
(typed or printed)

Date:

12-20-24
(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:

12-20-24
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

SHAWN CRONQUIST
(typed or printed)

Title:

PRESIDENT
(typed or printed)

Phone:

435-705-6129

Email:

BIRCHCREEKX@GMAIL.COM

Address:

1927 Canyon Road SMITHFIELD UT 84335

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

~~302~~ 322131-5501



Project: Hyrum City 96 N 600 E House Removal and Regrading

	Quantity	Unit	Amount	Total Amount
General Site Prep/Rough Grading				
Mobilization	1	EA	\$600.00	\$600.00
				\$600.00
Site Grading				
Backfill and Grade				\$3,600.00
				\$3,600.00
Trucking				
Load and Haul Out Concrete/Asphalt/Stumps/Landscaping				\$8,250.00
Disposal Fee				\$2,400.00
				\$10,650.00
			TOTAL	\$14,850.00

All sums due net 30 days from invoice date.

Unpaid amount will be subject to a 2% finance charge per month.

<p>Accepted: The above bid is satisfactory and hereby accepted.</p> <p>Buyer: Signature: Date:</p>	<p>Confirmed: Leishman & Sons Enterprises, LLC 435-994-0431</p> <p>Signature:</p>
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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.: 5265458 - 5501 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

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

Item #	Description	Unit	Estimated Quantity	Bid Unit Price
1	Mobilization	Lump Sum	1	1,550.00
2	Remove and Dispose of Mailbox	Lump Sum	1	250.00
3	Remove and Dispose of Basketball Hoop and Base	Lump Sum	1	850.00

4	Remove and Dispose of Tires	Lump Sum	1	850.00
5	Remove and Dispose of Landscape Boulder	Lump Sum	1	750.00
6	Remove and Dispose of Chainlink Fence	Lump Sum	1	220.00
7	Remove and Dispose of Doghouse	Lump Sum	1	220.00
8	Remove and Dispose of Railroad Ties	Lump Sum	1	450.00
9	Remove and Dispose of Tree Stump/Rootball	Lump Sum	1	650.00
10	Remove and Dispose of Bushes/Landscaping	Lump Sum	1	2,350.00
11	Remove and Dispose of Concrete Tiered Walls	Lump Sum	1	5,820.00
12	Remove and Dispose of Asphalt Driveway	Lump Sum	1	2,932.00
13	Remove and Dispose of Concrete Driveway	Lump Sum	1	5,816.00
14	Remove and Dispose of Concrete Floor	Lump Sum	1	8,676.00
15	Remove and Dispose of Foundation Wall and Footer	Lump Sum	1	12,316.00
16	Remove and Dispose of Concrete Garage Foundation Wall and Footer	Lump Sum	1	6,873.00
17	Remove and Dispose of Brick and Home Debris	Lump Sum	1	9,200.00
18	Fill and Regrade House Area to Match Existing Grade (PLAN QUANTITY)	Lump Sum	1	8,560.00
Total of All Line-Item Costs				\$ 68,333.00

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

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

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

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

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

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

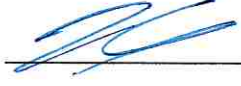
1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any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

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

BIDDER hereby submits this Bid as set forth above:

Bidder:

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

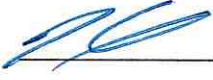
By: 
(individual's signature)

Name: Matthew Cook
(typed or printed)

Title: President
(typed or printed)

Date: 12/20/2024
(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: Matthew Cook
(typed or printed)

Title: Pres.
(typed or printed)

Date: 12-20-2024
(typed or printed)

Address for giving notices:

2186 N. 1600 E
North Logan, UT 84341

Bidder's Contact:

Name: Matt Cook
(typed or printed)

Title: President
(typed or printed)


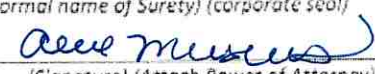
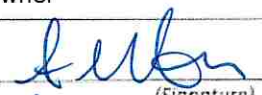
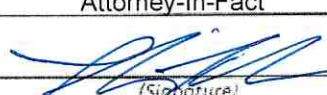
Phone: 435-764-4779

Email: matt@cookhomesutah.com

Address: 2186 N. 1600 E.
North Logan, UT 84341

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

**SECTION 00 43 13
BID BOND (PENAL SUM FORM)**

Bidder Name: Cook Homes Inc. DBA Cook Building Address (principal place of business): 2186 N 1600 N North Logan, UT 84341	Surety Name: The Ohio Casualty Insurance Company Address (principal place of business): 175 Berkeley Street Boston MA 02116
Owner Name: Hyrum City Address (principal place of business): 60 West Main. Hyrum, UT 84319	Bid Project (name and location): Hyrum City 96 N 600 E House Removal and Regrading, Hyrum City, Utah Bid Due Date: December 20, 2024
Bond Penal Sum: Five Percent of the Accompanying Bid Amount of 5% Date of Bond: December 20, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Cook Homes Inc. DBA Cook Building <i>(Full formal name of Bidder)</i>	Surety The Ohio Casualty Insurance Company <i>(Full formal name of Surety) (corporate seal)</i>
By:  <i>(Signature)</i>	By:  <i>(Signature) (Attach Power of Attorney)</i>
Name: Matthew Cook <i>(Printed or typed)</i>	Name: Alex Museus <i>(Printed or typed)</i>
Title: Owner	Title: Attorney-In-Fact
Attest:  <i>(Signature)</i>	Attest:  <i>(Signature)</i>
Name: Amanda Morton <i>(Printed or typed)</i>	Name: Jennifer Jordan <i>(Printed or typed)</i>
Title: CSR	Title: Account Manager
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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.



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

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208218-977480

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, _____ Alex Museus; Ashley Museus; Jennifer Jordan

all of the city of Logan state of UT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of June, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 28th day of June, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of December, 2024

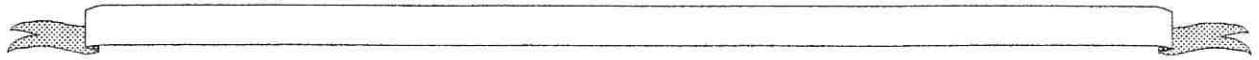


By:

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

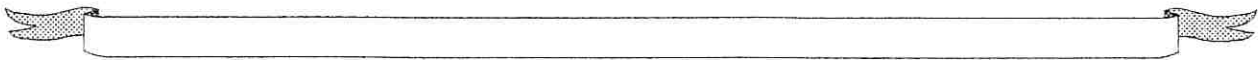
For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



BY-LAWS
of
COOK HOMES, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF

UTAH



CORP-KIT NORTHWEST, INC.

RESTATED
BYLAWS
OF
COOK HOMES, INC.

(formerly known as COOK BROS. CONSTRUCTION, INC.)

ARTICLE I
OFFICE

The Board of Directors shall designate and the Corporation shall maintain a principal office. The location of the principal office may be changed by the Board of Directors. The Corporation may also have offices in such other places as the Board may from time to time designate.

The location of the principal office of the Corporation shall be: 135 North 200 East, Millville, Utah 84326.

ARTICLE II
SHAREHOLDERS MEETING

Section 1. Annual Meetings. The annual meeting of the shareholders of the Corporation shall be held at such place within or without the State of Utah as shall be set forth in compliance with these Bylaws. The meeting shall be held on the 1st Monday of April of each year, at 10:00 a.m. at the principal office of the Corporation. If such day is a legal holiday, the meeting shall be on the next business day. This meeting shall be for the election of Directors and for the transaction of such other business as may properly come before it.

Section 2. Special Meetings. Special meetings of shareholders, other than those regulated by statute, may be called at any time by the President, or a majority of the Directors, and must be called by the President upon written request of the holders of 51% of the outstanding shares entitled to vote at such special meeting. Written notice of such meeting stating the place, the date and hour of the meeting, the purpose or purposes for which it is called, and the name of the person by whom or at whose direction the meeting is called shall be given. The notice shall be given to each shareholder of record in the same manner as notice of the annual meeting. No business other than that specified in the notice of the meeting shall be transacted at any such special meeting.

Section 3. Notice of Shareholders Meetings. The Secretary shall give written notice stating the place, day, and hour of both annual and special meetings, and in the case of a special meeting, the purpose or purposes for which the meeting is called, which shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally or by mail to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at the shareholder's address as it appears on the books of the Corporation, with postage prepaid. A certificate or an affidavit of the mailing or other means of giving any notice of any shareholders' meeting shall be executed by the person giving such notice, and shall be filed and maintained in the minute book of the Corporation.

Section 4. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Utah, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of Utah, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Corporation.

Section 5. Quorum. A majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At a meeting resumed after any such adjournment at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of shareholders in such number that less than a quorum remain.

Section 6. Voting. A holder of an outstanding share, entitled to vote at a meeting, may vote at such meeting in person or by proxy. Except as may otherwise be provided in the Articles of Incorporation, every shareholder shall be entitled to one (1) vote for each share standing in the shareholder's name on the record of shareholders. Except as herein or in the Articles of Incorporation otherwise provided, all corporate action shall be determined by 51% of the votes cast at a meeting of shareholders by the holder of shares entitled to vote thereon.

Section 7. Voting. Only persons in whose names shares entitled to vote stand on the stock records of the Corporation at the close of business on the business day next preceding the day on which notice is given (or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held) shall be entitled to vote at such meeting. All votes may be by voice vote or by ballot; provided, however, that all elections for directors must be by ballot upon demand by a shareholder at any election and before the voting begins.

At a shareholders' meeting involving the election of Directors, no shareholder shall be entitled to cumulate votes (i.e., cast for any one or more candidates a number of votes greater

than the number of the shareholder's shares) unless such candidate or candidates' names have been placed in nomination prior to the voting and a shareholder has given notice prior to the voting of the shareholder's intention to cumulate votes. If any shareholder has given such notice, then every shareholder entitled to vote may cumulate such shareholder's votes for candidates in nomination and give one candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which such shareholder's shares are entitled, or distribute the shareholder's votes on the same principle among any or all of the candidates, as the shareholder thinks fit. The candidates receiving the highest number of votes up to the number of Directors to be elected shall be elected.

Section 8. Proxies. At all meetings of shareholders, a shareholder may vote in person or by proxy executed in writing by the shareholder or by the shareholder's duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 9. Action by Written Consent. Any action required to be taken at a meeting of the shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if a written consent (or counterparts thereof) setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation as they deem proper.

Section 2. Number, Tenure and Qualifications. The number of Directors of the Corporation shall be not less than three (3) nor more than nine (9) unless the number of shareholders is fewer than three (3), in which case the number of directors shall be no less than the number of shareholders. The initial number of Directors shall be one (1). Each Director shall hold office until the first to occur of (i) the next annual meeting of shareholders is held and successor Directors duly elected or (ii) until earlier resignation or removal as provided herein. Directors need not be residents of the State of Utah or shareholders of the Corporation.

Section 3. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than by this Bylaw, immediately following after and at the same place as the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than this resolution.

Section 4. Special Meeting. Special meetings of the Board of Directors may be called by order of the Chairman of the Board, the President, or by a majority of the Directors. The Secretary, of the Corporation or other designated agent shall give notice of the time, place and purpose or purposes of each special meeting by personal delivery or by telephone to each Director or sent by first class mail, charges prepaid, addressed to each Director at the Director's address as it is shown upon the records of the Corporation. In case such notice is mailed, it shall be deposited in the United States mail at least five (5) days prior to the time of the holding of the meeting. In case such notice is delivered personally or by telephone to a Director, it shall be delivered, personally or by telephone, at least forty-eight (48) hours prior to the holding of the meeting. Any oral notice given personally or by telephone may be communicated to either the Director or to a person at the office of the Director who the person giving the notice has reason to believe will promptly communicate it to the Director.

Section 5. Quorum. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business, but less than a quorum may adjourn any meeting from time to time until a quorum shall be present, whereupon the meeting may be held, as adjourned, without further notice. At any meeting at which every Director shall be present, even though without any notice, any business may be transacted.

Section 6. Manner of Acting. At all meetings of the Board of Directors, each Director shall have one vote. The act of a majority present at a meeting shall be the act of the Board of Directors, provided a quorum is present.

Section 7. Vacancies. A vacancy in the Board of Directors shall be deemed to exist in case of death, resignation, or removal of any Director, or if the authorized number of Directors be increased, or if the shareholders fail at any meeting of share-holders at which any Director is to be elected, to elect the full authorized number to be elected at that meeting.

Section 8. Removals. Directors may be removed at any time by a vote of the shareholders holding 51% of the shares outstanding and entitled to vote. Such vacancy shall be filled by the Directors then in office, though less than a quorum, to hold office until the next annual meeting or until a successor is duly elected and qualified, except that any directorship to be filled by reason of removal by the shareholders may be filled by election by the shareholders at the meeting at which the Director is removed. No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of the Director's term of office.

Section 9. Resignation. A Director may resign at any time by delivering written notification to the President or Secretary of the Corporation. Resignation shall become effective upon its acceptance by the Board of Directors' provided, however, that if the Board of Directors has not acted within ten (10) days from the date of its delivery, the resignation shall upon the tenth day, be deemed accepted.

Section 10. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director expressly enters a dissent to such action at the time the Board votes thereon or unless the Director shall give written or verbal dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof. However, such subsequent right of dissent shall not apply to a Director who voted in favor of such action.

Section 11. Compensation. By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, and Directors who are not also employees of the Corporation may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as Director. No such payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 12. Emergency Power. When, due to a national disaster or death, a majority of the Directors are incapacitated or otherwise unable to attend the meetings and function as Directors, the remaining members of the Board of Directors shall have all the powers necessary to function as a complete Board, and for the purpose of doing business and filling vacancies shall constitute a quorum, until such time as all Directors can attend or vacancies can be filled pursuant to these Bylaws.

Section 13. Chairman. The Board of Directors may elect from its own number a Chairman of the Board, who shall preside at all meetings of the Board of Directors, and shall perform such other duties as may be prescribed from time to time by the Board of Directors.

ARTICLE IV OFFICERS

Section 1. Number. The officers of the Corporation shall be a President, one or more Vice-Presidents, a Secretary and a Treasurer, each of whom shall be elected by a majority vote of the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. In its discretion, the Board of Directors may leave unfilled for any such period as it may determine any office except those of President and Secretary. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary which may be held by the same person if the corporation has fewer than two (2) shareholders. Officers need not be directors or shareholders of the Corporation.

Section 2. Election and Term of Office. The officers of the Corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as

convenient. Each officer shall hold office until a successor shall have been duly elected and shall have qualified or until the death, resignation or removal in the manner provided.

Section 3. Resignations. Any officer may resign at any time by delivering a written resignation either to the President or to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Section 4. Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Any such removal shall require a majority vote of the Board of Directors, exclusive of the officer in question if the individual is also a Director.

Section 5. Vacancies. A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the term.

Section 6. President. The President shall be the chief executive and administrative officer of the Corporation. In the absence of the Chairman of the Board, the President shall preside at all meetings of the stockholders and at meetings of the Board of Directors. The President shall exercise such duties as customarily pertain to the office of President and shall have general and active supervision over the property, business, and affairs of the Corporation and over its several officers. The President may appoint officers, agents or employees other than those appointed by the Board of Directors. The President may sign, execute and deliver in the name of the Corporation powers of attorney, contracts, bonds and other obligations, and shall perform such other duties as may be prescribed from time to time by the Board of Directors or by the Bylaws.

Section 7. Vice-President. The Board of Directors may appoint one or more Vice-Presidents which shall have such powers and perform such duties as may be assigned to them by the Board of Directors or the President. A Vice-President may sign and execute contracts and other obligations pertaining to the regular course of the Vice-President's duties.

Section 8. Secretary. The Secretary shall keep the minutes of all meetings of the stockholders and of the Board of Directors. The Secretary shall cause notice to be given of meetings of stockholders and of the Board of Directors. The Secretary shall have custody of the corporate seal and general charge of the records, documents and papers of the Corporation not pertaining to the performance of the duties vested in other officers, which shall at all reasonable times be open to the examination of any Director. The Secretary may sign or execute contracts with the President or a Vice-President authorized in the name of the Corporation and affix the seal of the Corporation. The Secretary shall perform such other duties as may be prescribed from time to time by the Board of Directors or by the Bylaws. Assistant Secretaries, if any, shall assist the Secretary and shall keep the record of such minutes of meetings as shall be directed by the Board of Directors.

Section 9. Treasurer. The Treasurer shall have general custody of the collection and disbursement of funds of the Corporation. The Treasurer shall endorse on behalf of the Corporation for collection checks, notes and other obligations, and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as the Board of Directors may designate. The Treasurer may sign, with the President or such other persons as may be designated for the purpose by the Board of Directors, all bills of exchange or promissory notes of the Corporation. The Treasurer shall enter or cause to be entered regularly in the books of the Corporation full and accurate account of all monies received and paid on account of the Corporation; shall at all reasonable times exhibit the books and accounts to any Director of the Corporation upon application at the office of the Corporation during business hours; and, whenever required by the Board of Directors or the President, shall render a statement of accounts. The Treasurer shall perform such other duties as may be prescribed from time to time by the Board of Directors or by the Bylaws.

Section 10. Other Officers. Other officers shall perform such duties and have such powers as may be assigned to them by the Board of Directors.

Section 11. Salaries. The salaries or other compensation of the officers of the Corporation shall be fixed from time to time by the Board of Directors, except that the Board of Directors may delegate to any person or group of persons the power to fix the salaries or other compensation of any subordinate officers or agents. No officer shall be prevented from receiving any such salary or compensation by reason of the fact that the officer is also a Director of the Corporation.

Section 12. Surety Bonds. In case the Board of Directors shall so require, any officer or agent of the Corporation shall execute to the Corporation a bond in such sums and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of duties to the Corporation, including responsibility for negligence and for the accounting for the property, monies, or securities of the Corporation.

ARTICLE V CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Loans. No loan or advances shall be contracted on behalf of the Corporation, no negotiable paper or other evidence of its obligation under any loan or advance shall be issued in its name, and no property of the Corporation shall be mortgaged, pledged, hypothecated or transferred as security for the payment of any loan, advance, indebtedness or liability of the Corporation unless and except as authorized by the Board of Directors. Any such authorization may be general or confined to specific instances.

Section 3. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select, or as may be selected by any officer or agent authorized to do so by the Board of Directors.

Section 4. Checks and Drafts. All notes, drafts, acceptances, checks, endorsements and evidences of indebtedness of the Corporation shall be signed by such officer or officers or such agent or agents of the Corporation and in such manner as the Board of Directors from time to time may determine. Endorsements for deposit to the credit of the Corporation in any of its duly authorized depositories shall be made in such manner as the Board of Directors from time to time may determine.

Section 5. Bonds and Debentures. Every bond or debenture issued by the Corporation shall be evidenced by an appropriate instrument which shall be signed by the President or a Vice-President and by the Treasurer or by the Secretary, and sealed with the seal of the Corporation. The seal may be facsimile, engraved or printed.

ARTICLE VI CAPITAL STOCK

Section 1. Certificate of Share. The shares of the Corporation shall be represented by certificates prepared by the Board of Directors and signed by the President or the Vice-President and by the Secretary, and sealed with the seal of the Corporation or a facsimile. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

Section 2. Transfer of Shares. Transfer of shares of the Corporation shall be made only on the stock transfer books of the Corporation by the holder of record or by the holder's legal representative, who shall furnish proper evidence of authority to transfer, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner for all purposes.

Section 3. Transfer Agent and Registrar. The Board of Directors shall have power to appoint one or more transfer agents and registrars for the transfer and registration of certificates of stock of any class, and may require that stock certificates shall be countersigned and registered by one or more of such transfer agents and registrars.

Section 4. Lost or Destroyed Certificates. The Corporation may issue a new certificate to replace any certificate issued by it alleged to have been lost or destroyed upon such terms and indemnity as the Board of Directors may prescribe.

Section 5. Consideration for Shares. The capital stock of the Corporation shall be issued for such consideration, but not less than the par value thereof, as shall be fixed from time to time by the Board of Directors. In the absence of fraud, the determination of the Board of Directors as to the value of any property or services received in full or partial payment of shares shall be conclusive.

Section 6. Registered Shareholders. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder, in fact, and shall not be bound to recognize any equitable or other claim to or on behalf of this Corporation any and all of the rights and powers incident to the ownership of such stock at any meeting of the shareholders, and shall have power and authority to execute and deliver proxies and consents on behalf of this Corporation of the rights and powers incident to the ownership of such stock. The Board of Directors, from time to time, may confer like powers upon any other person or persons.

ARTICLE VII INDEMNIFICATION

Section 1. Indemnification. No officer or Director shall be personally liable for any obligations of the Corporation or for any duties or obligations arising out of any acts or conduct of said officer or Director performed for or on behalf of the Corporation. The Corporation shall and does hereby indemnify and hold harmless each person, heirs and administrators who shall serve at any time as a Director and/or officer of the Corporation from and against any and all claims, judgments and liabilities to which such persons shall become subject by reason of having been a Director or officer of the Corporation, or by reason of any action taken or omitted to have been taken as such Director or officer, and shall reimburse each such person for all legal and other expenses reasonably incurred in connection with any such claim or liability, including power to defend such person from all suits or claims as provided for under the provisions of the Utah Revised Business Corporation Act; provided, however, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of such person's own negligence or willful misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which such person may lawfully be entitled, nor shall these Bylaws restrict the right of the Corporation to indemnify or reimburse such person in any proper case, even though not specifically provided for. The Corporation, its directors, officers, employees and agents shall be fully protected in taking any action or making any payment, or in refusing so to do in reliance upon the advice of counsel.

Section 2. Other Indemnification. The indemnification provided shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any

bylaw, agreement, vote of stockholders or directors (whether disinterested or not), or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be director, officer or employee, and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 3. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against liability.

Section 4. Settlement by Corporation. The right of any person to be indemnified shall be subject always to the right of the Corporation by its Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the sole expense of the Corporation by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VIII WAIVER OF NOTICE

Whenever any notice is required to be given to any shareholder or Director of the Corporation under the provisions of these Bylaws, or under the provisions of the Articles of Incorporation, or under the provisions of the Utah Revised Business Corporation Act, a waiver in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute a waiver of notice of such meetings, except where attendance is for the express purpose of objecting to the legality of that meeting.

ARTICLE IX AMENDMENTS

These Bylaws may be altered, amended, repealed, or new bylaws adopted by a majority vote of the entire Board of Directors at any regular or special meeting. Any bylaw adopted by the Board may be repealed or changed by action of the shareholders.

ARTICLE X
FISCAL YEAR

The fiscal year of the Corporation shall be fixed and may be varied by resolution of the Board of Directors.


ARTICLE XI
DIVIDENDS

The Board of Directors may at any regular or special meeting, as they deem advisable, declare dividends payable out of the surplus of the Corporation.

ARTICLE XII
CORPORATE SEAL

The seal of the Corporation shall be in the form of a circle and shall bear the name of the Corporation and the year of incorporation per sample affixed.

These Bylaws of Cook Homes, Inc., were adopted unanimously on the 4 day of April, 2006.



Matthew Cook, President



Matthew Cook, Secretary

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.: 8668050-5501 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
1	Mobilization	Lump Sum	1	\$ 500
2	Remove and Dispose of Mailbox	Lump Sum	1	\$ 50
3	Remove and Dispose of Basketball Hoop and Base	Lump Sum	1	\$ 75

4	Remove and Dispose of Tires	Lump Sum	1	\$ 150
5	Remove and Dispose of Landscape Boulder	Lump Sum	1	\$ 775
6	Remove and Dispose of Chainlink Fence	Lump Sum	1	\$ 225
7	Remove and Dispose of Doghouse	Lump Sum	1	\$ 15
8	Remove and Dispose of Railroad Ties	Lump Sum	1	\$ 25
9	Remove and Dispose of Tree Stump/Rootball	Lump Sum	1	\$ 3,253
10	Remove and Dispose of Bushes/Landscaping	Lump Sum	1	\$ 2,374
11	Remove and Dispose of Concrete Tiered Walls	Lump Sum	1	\$ 8,604
12	Remove and Dispose of Asphalt Driveway	Lump Sum	1	\$ 2,733
13	Remove and Dispose of Concrete Driveway	Lump Sum	1	\$ 7,165
14	Remove and Dispose of Concrete Floor	Lump Sum	1	\$ 10,238
15	Remove and Dispose of Foundation Wall and Footer	Lump Sum	1	\$ 12,562
16	Remove and Dispose of Concrete Garage Foundation Wall and Footer	Lump Sum	1	\$ 6,791
17	Remove and Dispose of Brick and Home Debris	Lump Sum	1	\$ 4,969
18	Fill and Regrade House Area to Match Existing Grade (PLAN QUANTITY)	Lump Sum	1	\$ 17,995
Total of All Line-Item Costs				\$ 78,495

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
N/A	N/A

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:

JMCS (Jardine Malaska Construction Services, LLC)
(typed or printed name of organization)

By:

[Signature]
(individual's signature)

Name:

Jesse Elsmore
(typed or printed)

Title:

Director of Operations
(typed or printed)

Date:

12/20/2024
(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

Jesse Elsmore
(typed or printed)

Title:

Director of Operations
(typed or printed)

Phone:

801-916-9707

Email:

jesse@jardineutah.com

Address:

445 N 1100 W
Centerville, UT 84014

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

8668050-5501

**SECTION 00 43 13
 BID BOND (PENAL SUM FORM)**

Bidder Name: <u>JMCS</u> Address (principal place of business): <u>445 N 1100 W</u> <u>Centerville, UT 84014</u>	Surety Name: <u>United States Fire Insurance</u> Address (principal place of business): <u>Company</u> <u>305 Madison Ave.</u> <u>Morrisstown, NJ 07962</u>
Owner Name: Hyrum City Address (principal place of business): 60 West Main, Hyrum, UT 84319	Bid Project (name and location): Hyrum City 96 N 600 E House Removal and Regrading, Hyrum City, Utah Bid Due Date:
Bond Penal Sum: <u>(see attached)</u> Date of Bond: <u>12/20/2025</u>	
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 _____ <i>(Full formal name of Bidder)</i>	Surety <u>*SEE ATTACHED AIA Document*</u> _____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>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.</i>	

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.

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Jardine Builders, LLC
2726 East 4215 South
Salt Lake City, UT 84124

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
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 96 N 600 E House Removal and Regrading

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.

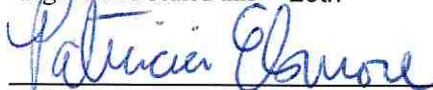
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 20th

day of December, 2024


(Witness)

Megan Flint

(Witness)

Jardine Builders, LLC

(Principal)

Director of Operations

(Title)

United States Fire Insurance Company

(Surety)

Ashley Gallaher
(Title) Ashley Gallaher Attorney-in-Fact



(Seal)

**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

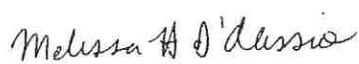

Matthew E. Lubin, President



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 20th day of December 20 24

UNITED STATES FIRE INSURANCE COMPANY


Michael C. Fay, Senior Vice President



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.: 132100447-5501 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
1	Mobilization	Lump Sum	1	\$46,697.21
2	Remove and Dispose of Mailbox	Lump Sum	1	\$160.43
3	Remove and Dispose of Basketball Hoop and Base	Lump Sum	1	\$269.33

4	Remove and Dispose of Tires	Lump Sum	1	\$269.33
5	Remove and Dispose of Landscape Boulder	Lump Sum	1	\$67.33
6	Remove and Dispose of Chainlink Fence	Lump Sum	1	\$538.67
7	Remove and Dispose of Doghouse	Lump Sum	1	\$67.33
8	Remove and Dispose of Railroad Ties	Lump Sum	1	\$269.33
9	Remove and Dispose of Tree Stump/Rootball	Lump Sum	1	\$67.33
10	Remove and Dispose of Bushes/Landscaping	Lump Sum	1	\$269.33
11	Remove and Dispose of Concrete Tiered Walls	Lump Sum	1	\$1,346.66
12	Remove and Dispose of Asphalt Driveway	Lump Sum	1	\$269.33
13	Remove and Dispose of Concrete Driveway	Lump Sum	1	\$538.67
14	Remove and Dispose of Concrete Floor	Lump Sum	1	\$1,346.66
15	Remove and Dispose of Foundation Wall and Footer	Lump Sum	1	\$1,346.66
16	Remove and Dispose of Concrete Garage Foundation Wall and Footer	Lump Sum	1	\$269.33
17	Remove and Dispose of Brick and Home Debris	Lump Sum	1	\$1,346.66
18	Fill and Regrade House Area to Match Existing Grade (PLAN QUANTITY)	Lump Sum	1	\$1,346.66
Total of All Line-Item Costs				\$56,486.25

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



Forefront General Contracting

Hyrum House Demo

Pricing Estimate

Contact: 801-940-4310

DJ@ForefrontGC.com

Line Item	Description of Work	Qty	Unit	Price/Unit	Price
1	Mobilization	1	LS	\$ 46,697.21	\$ 46,697.21
2	Remove and Dispose of Mail box	1	LS	\$ 160.43	\$ 160.43
3	Remove and Dispose of Basketball hoop and base	1	LS	\$ 269.33	\$ 269.33
4	remove and Dispose of Tires	1	LS	\$ 269.33	\$ 269.33
5	remove and dispose of landscape boulder	1	LS	\$ 67.33	\$ 67.33
6	Remove and Dipose of Chainlink Fence	1	LS	\$ 538.67	\$ 538.67
7	Remove and Dipose of Dog house	1	LS	\$ 67.33	\$ 67.33
8	remove and dispose railroad ties	1	LS	\$ 269.33	\$ 269.33
9	Remove and dispose Tree Stump/rootball	1	LS	\$ 67.33	\$ 67.33
10	remove and Dispose of Bushes/Landscaping	1	LS	\$ 269.33	\$ 269.33
11	Remove and Dipose of Concrete Tiered Walls	1	LS	\$ 1,346.66	\$ 1,346.66
12	Remove and dispose of Asphalt Driveway	1	LS	\$ 269.33	\$ 269.33
13	remove and Dispose Concrete Driveway	1	LS	\$ 538.67	\$ 538.67
14	Remove and Dispose Concrete Floor	1	LS	\$ 1,346.66	\$ 1,346.66
15	Remove and Dsipose Foundation wall and Footing	1	LS	\$ 1,346.66	\$ 1,346.66
16	Remove and Dispose Concrete Garage Foundation wall and footer	1	LS	\$ 269.33	\$ 269.33
17	Remove and Dispose of Birck and Home Debris	1	LS	1346.66	1346.66
18	Fill and Regrade house area to match existing (Plan Qty)	1	LS	\$ 1,346.66	\$ 1,346.66

Total \$ 56,486.25



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Forefront General Contracting, LLC
2691 N. 1250 E.
North Logan, UT 84341

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

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
Hyrum, UT 84319

BOND AMOUNT:

Five Percent of Bid (**5% of Bid**)

PROJECT:

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

Hyrum City House Demo
600 East Park Dr., Hyrum, Utah

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 20th day of December, 2024

(Witness)

Forefront General Contracting, LLC

(Principal)

(Seal)

Owner
(Title)

(Witness)

United States Fire Insurance Company

(Surety)

(Seal)

(Title) Cameron Colligan, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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

12490

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:

Robyn B. Jensen, Brett Palmer, David T. Smedley, Michael R. Vowles, Danise Worwood, Valarie Trujillo, Cameron Colligan

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 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

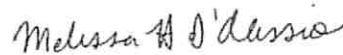


Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, 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)

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 20th day of December 20 24

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President





SPENCER J. COX
Governor
 DEIDRE M. HENDERSON
Lieutenant Governor

State of Utah
 Department of Commerce
 Division of Professional Licensing

MARGARET W. BUSSE
Executive Director MARK B. STEINAGEL
Division Director

VERIFICATION OF UTAH LICENSURE

DOPL-FM-001 REV 06/08/2009
 Created On: 01/16/2024

Name of Licensee (as it appears in our records): Forefront General Contracting, LLC

North Logan UT 84341 United States

Name(s) of Qualifier: Derrick J Jones - B100 - General Building Qualifier

Derrick J Jones - E100 - General Engineering Qualifier

EXAM BATTERY	EXAM TYPE	STATE	RESULTS	SCORE	DATES
1000	Utah Contractors Business and Law Exam 529677171	UT	Pass	90	01/06/2023

Classification of License Issued: Contractor With LRF

B100 - General Building Qualifier

E100 - General Engineering Qualifier

License Number: 13260447-5501

Obtained By: Application

Current Status: Active

Original Date of Licensure: 02/24/2023

Expiration Date: 11/30/2025

The information provided on this form is accurate and correct as of the verification creation date listed on the top of this form. Original issue dates listed, as 01/01/1910 and 01/01/1911 were unknown when the division implemented its first licensing database. This verification form does not show a complete history or interruptions in licensure. If you have any questions please contact the division.

www.dopl.utah.gov • Heber M. Wells Building • 160 East 300 South • PO Box 146741 • Salt Lake City • UT 84114-6741
 phone: (801)530-6628 • toll-free in Utah:(866)275-3675 • fax:(801)530-6511 • investigations fax:(801)530-6301

VERIFICATION OF UTAH LICENSURE

Name of Licensee: Forefront General Contracting, LLC

Classification of License Issued: Contractor With LRF

Control Number: 13260447-5501-20240116

Agency and Disciplinary Action: NO DISCIPLINARY ACTIONS WITHIN THE TIME FRAME ESTABLISHED IN UTAH CODE 63G-4-106 AND 107**

Docket and Citation Number(s):

E-Prescriber:



The information provided on this form is accurate and correct as of the verification creation date listed on the top of this form. Original issue dates listed, as 01/01/1910 and 01/01/1911 were unknown when the division implemented its first licensing database. This verification form does not show a complete history or interruptions in licensure. If you have any questions please contact the division.

www.dopl.utah.gov • Heber M. Wells Building • 160 East 300 South • PO Box 146741 • Salt Lake City • UT 84114-6741
phone: (801)530-6628 • toll-free in Utah:(866)275-3675 • fax:(801)530-6511 • investigations fax:(801)530-6301

**SECTION 00 45 13
QUALIFICATION STATEMENT**

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		Forefront General Contracting	
Corporate Office 2691 N 1250 E, North Logan, UT 84341			
Name:	DJ Jones	Phone number:	801-940-4300
Title:	Owner	Email address:	dja@forefrontgc.com
Business address of corporate office:		2691 N 1250 E, North Logan, UT 84341	
Local Office // N			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
	<input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:		
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1/27/23	State in which Business was formed:	UT
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Darrick Jones	Title:	owner
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ All
Name:	Sarah Jones	Title:	owner
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ All
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	E100, B100		
Licensing Agency:	DOPL Utah		
License No:	13260417	Expiration Date:	11/30/2020
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer: <i>Sarah Jones</i>		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

*N/A
>14
Employees*

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:	<i>2691 N 1250E North Logan, UT 84341</i>		
Date of Business's most recent financial statement:		<input type="checkbox"/> Attached	
Date of Business's most recent audited financial statement:		<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	<i>Leavitt group</i>
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Surety is a corporation organized and existing under the laws of the state of:		UT	
Is surety authorized to provide surety bonds in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):	740 E Winchester, Ste. 120 SLC, UT 84007		
Physical Address (principal place of business):	" "		
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider	Type of Policy (Coverage Provided)		
Summit Insurance			
Aisha Carlson			
Are providers licensed or authorized to issue policies in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):	7430 Creeper Road, Ste 300 Sandy, UT 84093		
Physical Address (principal place of business):	" "		
Phone (main):	801-438-1716	Phone (claims):	" "

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	14
Estimate of revenue for the current year:	5.2M
Estimate of revenue for the previous year:	1.2M

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: <u>20+</u>			
As a general contractor:	<u>10</u>	As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

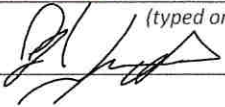
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.
- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Forefront General Contracting

_____ (typed or printed name of organization)

By:  _____ (individual's signature)

Name: Derrick Jones _____ (typed or printed)

Title: Owner _____ (typed or printed)

Date: 12-20-24 _____ (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: 2691 North 1250 East
_____ North Logan Utah 84341

Bidder's Contact:

Name: Derrick Jones _____ (typed or printed)

Title: Owner _____ (typed or printed)

Phone: 801-940-4310 _____

Email: dj@forefrontgc.com _____

Address: 2691 North 1250 East
_____ North Logan Utah 84341

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

Contractor Qualifications

Project: Temple Heights Water, Sewer, & Storm Drain Reconstruction

Customer: Logan City

Value: \$1,200,000

Project Manager: Derrick Jones

Superintendent/Safety/QC: Carson Munk

Reference: Sadie Boyer sadie.boyer@loganutah.org

Project: Cottonwood Lane Storm Drain

Customer: Holladay City

Value: \$530,000

Project Manager: Derrick Jones

Superintendent/Safety/QC: Rick Franco

Reference: Jared Bunch jbunch@holladayut.gov

Project: SLCO Culvert Cleanout Project

Customer: Salt Lake County

Value: \$190,000

Project Manager: Derrick Jones

Superintendent/Safety/QC: Carson Munk

Reference: Tamaran Woodland TWoodland@slco.org

Project: Logan City Sewer Spot Repairs

Customer: Logan City

Value: \$70,000

Project Manager: Derrick Jones

Superintendent/Safety/QC: Rick Franco

Reference: Sadie Boyer sadie.boyer@loganutah.org

Project: 3900 S Sewer Lift Station Demolition

Customer: Taylorsville Bennion Improvement District

Value: \$115,000

Project Manager: Derrick Jones

Superintendent/Safety/QC: Derrick Jones

Reference: Jacob Bruderer jacob@tbid.gov

Project: Quail Bluff Tank Overflow

Customer: Logan City

Value: \$70,000

Project Manager: Derrick Jones

Superintendent/Safety/QC: Rick Franco

Reference: Judd Hamson juddh@whitcon.com

Project: Settlement Canyon Trail Construction

Customer: Tooele County

Value: \$150,000

Project Manager: Derrick Jones

Superintendent/Safety/QC: Carson Munk

Reference: Colin Winchester colin.winchester@tooeleco.org

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.: 240208-5501 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
1	Mobilization	Lump Sum	1	10,000 ⁰⁰
2	Remove and Dispose of Mailbox	Lump Sum	1	100 ⁰⁰
3	Remove and Dispose of Basketball Hoop and Base	Lump Sum	1	200 ⁰⁰

4	Remove and Dispose of Tires	Lump Sum	1	275 ⁰⁰
5	Remove and Dispose of Landscape Boulder	Lump Sum	1	1,500 ⁰⁰
6	Remove and Dispose of Chainlink Fence	Lump Sum	1	300 ⁰⁰
7	Remove and Dispose of Doghouse	Lump Sum	1	300 ⁰⁰
8	Remove and Dispose of Railroad Ties	Lump Sum	1	300 ⁰⁰
9	Remove and Dispose of Tree Stump/Rootball	Lump Sum	1	1,700 ⁰⁰
10	Remove and Dispose of Bushes/Landscaping	Lump Sum	1	7,500 ⁰⁰
11	Remove and Dispose of Concrete Tiered Walls	Lump Sum	1	2,150 ⁰⁰
12	Remove and Dispose of Asphalt Driveway	Lump Sum	1	2,150 ⁰⁰
13	Remove and Dispose of Concrete Driveway	Lump Sum	1	3,450 ⁰⁰
14	Remove and Dispose of Concrete Floor	Lump Sum	1	3,450 ⁰⁰
15	Remove and Dispose of Foundation Wall and Footer	Lump Sum	1	8,450 ⁰⁰
16	Remove and Dispose of Concrete Garage Foundation Wall and Footer	Lump Sum	1	5,450 ⁰⁰
17	Remove and Dispose of Brick and Home Debris	Lump Sum	1	3,450 ⁰⁰
18	Fill and Regrade House Area to Match Existing Grade (PLAN QUANTITY)	Lump Sum	1	14,800 ⁰⁰
Total of All Line-Item Costs				\$65,525 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

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:

NW KING & SONS INC.

(typed or printed name of organization)

By:

Brent King

(individual's signature)

Name:

Brent King

(typed or printed)

Title:

President

(typed or printed)

Date:

12-18-24

(typed or printed)

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

Attest:

Brent King

(individual's signature)

Name:

Brent King

(typed or printed)

Title:

President

(typed or printed)

Date:

12-18-24

(typed or printed)

Address for giving notices:

P.O. BOX 165 Lewiston UT 84320

Bidder's Contact:

Name:

Brent King

(typed or printed)

Title:

President

(typed or printed)

Phone:

435-770-3203

Email:

nwkingandsons@protonmail.com

Address:

P.O. BOX 165 Lewiston UT 84320

Bidder's Contractor License No.: (if applicable) 240208-5501

BID BOND (PENAL SUM FORM)

Bidder Name: N. W. King & Sons, Inc. Address (principal place of business): PO Box 210 Lewiston, UT 84320-0210	Surety Name: Travelers Casualty and Surety Company of America Address (principal place of business): One Tower Square Hartford, CT 06183
Owner Name: Hyrum City Corporation Address (principal place of business): 60 West Main Street Hyrum, UT 84319	Bid Project (name and location): Hyrum City 96 N 600 E House Removal and Regrading, Project Number: 57-23-005 Bid Due Date: 12/20/2024
Bond 17435 Penal Sum: Five Percent (5%) of Total Amount Bid Date of Bond: 12/20/2024	
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 N. W. King & Sons, Inc. _____ (Full formal name of Bidder)	Surety Travelers Casualty and Surety Company of America _____ (Full formal name of Surety) (Corporate seal)
By: _____ (Signature)	By: _____ (Signature) (Attach Power of Attorney)
Name: _____ (Printed or typed)	Name: S. Christopher Clark (Printed or typed)
Title: _____	Title: Attorney-In-Fact
Attest: _____ (Signature)	Attest: _____ (Signature)
Name: _____ (Printed or typed)	Name: Jessica Pearson (Printed or typed)
Title: _____	Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



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



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SAM W CLARK, ALAN W LORD, STIRLING S BROADHEAD, HILARY BAILLARGEON, S. CHRISTOPHER CLARK, MICHAEL MURPHY, and DOUGLAS S ROSKELLEY** of SALT LAKE CITY, UTAH, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut



City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of December, 2024




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

BID BOND

Nationwide Mutual Insurance Company

1100 Locust St., Dept 2006
Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:

Brent Webb Excavating, Inc.
299 PO Box 299
Richmond, UT 84333

SURETY:

Nationwide Mutual Insurance Company
1100 Locust Street, Department 2006
Des Moines, IA 50391

OWNER:

Hyrum City
60 West Main
Hyrum, UT 84319

BOND AMOUNT: \$5% OF BID AMOUNT (FIVE PERCENT OF BID AMOUNT)

PROJECT:

96 North 600 East House Removal & Regrading

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 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 a 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 19th day of December 2024

Brent Webb Excavating, Inc.
(Principal) (Seal)

(Witness)

(Title) Brian Webb Owner

Nationwide Mutual Insurance Company
(Surety) (Seal)

(Witness)

(Title) ZACHARY ANDREASEN Attorney-in-Fact



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.: 342348-5501 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
1	Mobilization	Lump Sum	1	\$2600.00
2	Remove and Dispose of Mailbox	Lump Sum	1	\$75.00
3	Remove and Dispose of Basketball Hoop and Base	Lump Sum	1	\$75.00

4	Remove and Dispose of Tires	Lump Sum	1	\$120.00
5	Remove and Dispose of Landscape Boulder	Lump Sum	1	\$120.00
6	Remove and Dispose of Chainlink Fence	Lump Sum	1	\$1020.00
7	Remove and Dispose of Doghouse	Lump Sum	1	\$50.00
8	Remove and Dispose of Railroad Ties	Lump Sum	1	\$250.00
9	Remove and Dispose of Tree Stump/Rootball	Lump Sum	1	\$780.00
10	Remove and Dispose of Bushes/Landscaping	Lump Sum	1	\$980.00
11	Remove and Dispose of Concrete Tiered Walls	Lump Sum	1	\$3200.00
12	Remove and Dispose of Asphalt Driveway	Lump Sum	1	\$1220.00
13	Remove and Dispose of Concrete Driveway	Lump Sum	1	\$1260.00
14	Remove and Dispose of Concrete Floor	Lump Sum	1	\$2240.00
15	Remove and Dispose of Foundation Wall and Footer	Lump Sum	1	\$7840.00
16	Remove and Dispose of Concrete Garage Foundation Wall and Footer	Lump Sum	1	\$3620.00
17	Remove and Dispose of Brick and Home Debris	Lump Sum	1	\$2480.00
18	Fill and Regrade House Area to Match Existing Grade (PLAN QUANTITY)	Lump Sum	1	\$7900.00
Total of All Line-Item Costs				\$ 35830.00

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

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.

Brent Webb Excavating inc.

- 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.

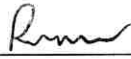
BIDDER hereby submits this Bid as set forth above:

Bidder:

Brent Webb Excavating inc.

(typed or printed name of organization)

By:



(individual's signature)

Name:

Brian Webb

(typed or printed)

Title:

Owner

(typed or printed)

Date:

12/20/2024

(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:

Brent Webb

(typed or printed)

Title:

Vice President

(typed or printed)

Date:

12/20/2024

(typed or printed)

Address for giving notices:

330 Chokecherry Circle

Richmond, UT. 84333

Bidder's Contact:

Name:

Brian Webb

(typed or printed)

Title:

Owner

(typed or printed)

Phone:

(435) 994-1844

Email:

bwebbexcavating@gmail.com

Address:

PO Box 299

330 Chokecherry Circle

Richmond, UT. 84333

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

342348-5501

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 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
1	Mobilization	Lump Sum	1	\$1,500
2	Remove and Dispose of Mailbox	Lump Sum	1	\$1
3	Remove and Dispose of Basketball Hoop and Base	Lump Sum	1	\$100

4	Remove and Dispose of Tires	Lump Sum	1	\$250
5	Remove and Dispose of Landscape Boulder	Lump Sum	1	\$200
6	Remove and Dispose of Chainlink Fence	Lump Sum	1	\$450
7	Remove and Dispose of Doghouse	Lump Sum	1	\$50
8	Remove and Dispose of Railroad Ties	Lump Sum	1	\$250
9	Remove and Dispose of Tree Stump/Rootball	Lump Sum	1	\$2500
10	Remove and Dispose of Bushes/Landscaping	Lump Sum	1	\$1800
11	Remove and Dispose of Concrete Tiered Walls	Lump Sum	1	\$5500
12	Remove and Dispose of Asphalt Driveway	Lump Sum	1	\$6500
13	Remove and Dispose of Concrete Driveway	Lump Sum	1	\$6500
14	Remove and Dispose of Concrete Floor	Lump Sum	1	\$6500
15	Remove and Dispose of Foundation Wall and Footer	Lump Sum	1	\$8500
16	Remove and Dispose of Concrete Garage Foundation Wall and Footer	Lump Sum	1	\$6500
17	Remove and Dispose of Brick and Home Debris	Lump Sum	1	\$5500
18	Fill and Regrade House Area to Match Existing Grade (PLAN QUANTITY)	Lump Sum	1	\$6000
Total of All Line-Item Costs				\$ 58,601

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

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

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

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

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

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

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

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

BIDDER hereby submits this Bid as set forth above:

Bidder:

Juniper Earthworks

(typed or printed name of organization)

By:

(individual's signature)

Name:

McKay Wilson

(typed or printed)

Title:

Owner

(typed or printed)

Date:

12/19/2024

(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:

435.513.8365

Email:

info@juniperearthworks.com


Address:

2853 Daines Way, North Logan, UT 84341

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

13380617-5501

**SECTION 00 43 13
BID BOND (PENAL SUM FORM)**

<p>Bidder Name: Juniper Earthworks Address <i>(principal place of business)</i>: 2853 Daines Way North Logan, UT 84341</p>	<p>Surety Name: Summit Risk Address <i>(principal place of business)</i>: 7430 Creek Rd STE 300 Sandy, UT 84093</p>
<p>Owner Name: Hyrum City Address <i>(principal place of business)</i>: 60 West Main, Hyrum, UT 84319</p>	<p>Bid Project <i>(name and location)</i>: Hyrum City 96 N 600 E House Removal and Regrading, Hyrum City, Utah Bid Due Date:</p>
<p>Bond Penal Sum: Date of Bond:</p>	
<p>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.</p>	
<p>Bidder Juniper Earthworks <i>(Full formal name of Bidder)</i></p>	<p>Surety <i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By:  <i>(Signature)</i></p>	<p>By: _____ <i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: McKay Wilson <i>(Printed or typed)</i></p>	<p>Name: _____ <i>(Printed or typed)</i></p>
<p>Title: Owner</p>	<p>Title: _____</p>
<p>Attest: _____ <i>(Signature)</i></p>	<p>Attest: _____ <i>(Signature)</i></p>
<p>Name: _____ <i>(Printed or typed)</i></p>	<p>Name: _____ <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>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.</i></p>	

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.

**SECTION 00 45 13
QUALIFICATION STATEMENT**

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Juniper Earthworks		
Corporate Office	2853 Daines Way, North Logan, UT 84341		
Name:	McKay Wilson	Phone number:	435.512.8365
Title:	Owner	Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
	<input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:		
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	2023	State in which Business was formed:	UT
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	McKay Wilson	Title:	Owner
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ 100,000
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	General Contractor		
Licensing Agency:	State of Utah - DOPL		
License No:	13380617-5501	Expiration Date:	11/30/2025
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:	McKay Wilson	
Safety Certifications	None	
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
N/A									
N/A									

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:			
Date of Business’s most recent financial statement:		<input type="checkbox"/> Attached	
Date of Business’s most recent audited financial statement:		<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Summit Risk
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Surety is a corporation organized and existing under the laws of the state of:		Utah	
Is surety authorized to provide surety bonds in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):	7430 Creek Rd STE 300, Sandy, UT 84093		
Physical Address (principal place of business):	7430 Creek Rd STE 300, Sandy, UT 84093		
Phone (main):	(888) 582-8046	Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider	Type of Policy (Coverage Provided)		
The Cincinnati Insurance Company	General Liability		
Are providers licensed or authorized to issue policies in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):	P.O. Box 145496, Cincinnati, OH 45250-5496		
Physical Address (principal place of business):	6200 S. Gilmore Road, Fairfield, OH 45014-5141		
Phone (main):	513-870-2000	Phone (claims):	513-870-2000

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	0
Estimate of revenue for the current year:	\$350,000
Estimate of revenue for the previous year:	\$225,000

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:	2	As a joint venturer:	0
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

- 9.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
 - B. Diverse Business Certifications if required by Paragraph 3.01.
 - C. Certification of Business's safety performance if required by Paragraph 4.02.
 - D. Financial statements as required by Paragraph 5.01.
 - E. Attachments providing additional information as required by Paragraph 8.02.
 - F. Schedule A (Current Projects) as required by Paragraph 8.03.
 - G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
 - H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
 - I. Additional items as pertinent.