

RESOLUTION NO. R-66-2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
AWARDING THE BID FOR THE EAGLE MOUNTAIN CITY
SCARLET 009 4MG WATER TANK PROJECT TO
PROBUILD CONSTRUCTION, INC. AND APPROVING THE CONTRACT

PREAMBLE

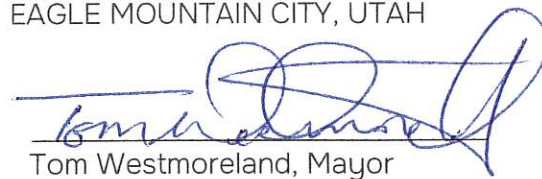
WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to award the bid for the EMC Scarlet 009 4MG Water Tank Project to Probuild Construction, Inc. as set forth herein;

BE IT RESOLVED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the bid award as set forth in Exhibit A.
2. The bid award and contract are hereby approved as set forth more specifically in Exhibit A.
3. The Mayor is authorized to execute the contract as set forth more specifically in Exhibit A.
4. This Resolution shall take effect upon passage.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 16th day of September, 2025.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Gina L. Olsen, CMC
City Recorder



CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 16th day of September, 2025.

Those voting yes:

Donna Burnham

Melissa Clark

Jared Gray

Rich Wood

Brett Wright

Those voting no:

Donna Burnham

Melissa Clark

Jared Gray

Rich Wood

Brett Wright

Those excused:

Donna Burnham

Melissa Clark

Jared Gray

Rich Wood

Brett Wright

Those abstaining:

Donna Burnham

Melissa Clark

Jared Gray

Rich Wood

Brett Wright





Gina L. Olsen, CMC
City Recorder

Exhibit A



*Pro***Build**

5495 West Leo Park Road

West Jordan, UT 84081

License # 8366226-5501

PROPOSAL & BID

For

EMC Scarlet 009 4MG Water Tank

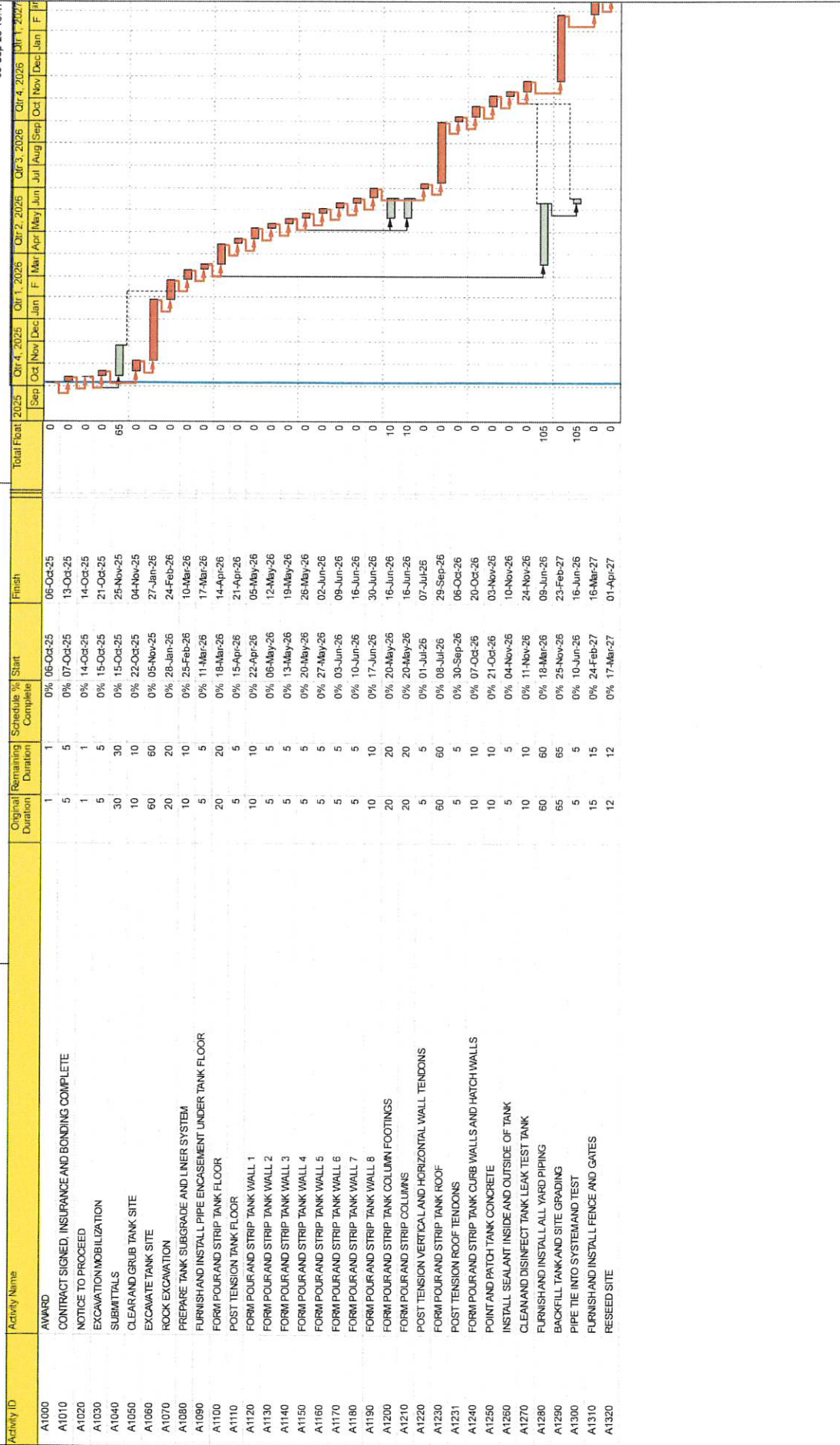
Owner:

Eagle Mountain City

1650 Stagecoach Run

Eagle Mountain, UT 84005

EMC-FY26-01





Eagle Mountain 4.0 MG Water Storage Tank Approach

Probuild has some key qualifiers that sets us apart from other tank builders.

First, we have built more D115 tanks than any other contractor in the state of Utah. This robust experience regarding D115 keeps costs low and reduces the overall time it takes to build a tank. Recent projects have been included in the Project Resume section highlighting volume of monolithic pours which are required for D115. Our tanks pass their leakage test on the first attempt every time.

Second, we own our own forms and equipment. Because we don't have to rent forms, alumna beams, cranes, or anything else, those savings are passed onto our customers. When we are awarded jobs, while our excavating subcontractor is getting it dug, we are mobilizing our forms and the needed equipment for a smooth construction process.

In our vast experience working with VSL we know what they need for clearance or the extra space they require for staging, we ensure they can work alongside us throughout this process which saves everyone time and again keeps costs low.

Third, because we build so many D115 tanks, we have three General Superintendents with 30+ years of experience each; and six other superintendents who work closely with them. Each of our superintendents have completed many D115 and D110 tanks. Every project always has at least one superintendent and one General Superintendent overseeing the production, quality control, and safety of the project. This structured system of management ensures the cities we build these tanks for get the highest quality product.

Fourth, we have proven ourselves in all seasons from hot to wintry cold months. Our team of experienced workers know how to get the job done despite what the weather decides to do.

When we are awarded this project, we will have a Team work approach with the city, the engineer, and the subcontractors to ensure a smooth overall project. There will be regular progress meetings to address: the current phase of the



project, upcoming pours, inspections, SWPPP issues, or any other item that needs to be discussed. Although we are confident in what we do and how to build D115 tanks, we recognize the importance of sharing our years of experience with the different cities, clients, and engineering firms we work with. This open collaborative environment allows everyone to grow and better understand the D115 process.

Lastly, Probuild looks forward in working with Eagle Mountain and building for them a superior product that they will not get if they choose to go with any other tank builder than Probuild Construction, because simply put, we are the best when it comes to this specific industry.

ATTACHMENT A – BID FORM

Bid Form

Project Name: Scarlet 009 4 MG Water Tank

Project Number: EMC-FY26-01_____

ARTICLE 1 - BID RECIPIENT

1.01 This Bid Is Submitted To: EAGLE MOUNTAIN CITY

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 the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
<u>1</u>	<u>8/20/25</u>
<u>2</u>	<u>8/29/2025</u>
<u>3</u>	<u>9/2/2025</u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazard Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Purchasing Agent written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Purchasing Agent is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - ATTACHEMENTS TO THIS BID

4.01 The following documents are attached to and made a condition of the Bid:

Authority to Sign,

- A. Bid Form
- B. Bid schedule

ARTICLE 5 - BID SUBMITTAL

5.01 This Bid is submitted by:

An Individual

Name (typed or printed): _____

SEAL,
if required
by State

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

SEAL,
if required
by State

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Probuild Construction

State or Jurisdiction of Incorporation: Utah

Type (General Business, Profession, Service, Limited Liability): Profession

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Ryan Linford

Title: President



Attest 
(Signature of Corporate Secretary)

Date of Qualification to do business in UTAH [State or other jurisdiction where Project is located] is 06/20/2012

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____

SEAL,
if required
by State

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____

SEAL,
if required
by State

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

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

5.02 Bid submitted on 9/4/2025

ATTACHMENT B – BID SCHEDULE


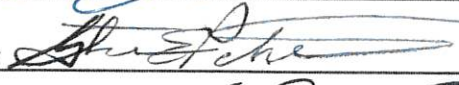
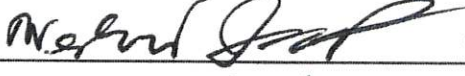

No.	Item	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	—	\$ 155,000.00
2	Quality Control & Testing	1	LS	—	\$ 65,000.00
3	Subsurface Investigation	4	HR	\$ 240.00	\$ 960.00
4	Site Clearing & Grubbing	1	LS	—	\$ 62,000.00
5	Access Road Grading & Construction	2,441	LF	\$ 23.00	\$ 56,143.00
6	Untreated Base Course (6" Thick)	1,519	TON	\$ 33.00	\$ 50,127.00
7	Tank & Site Earthwork	1	LS	—	\$ 850,000.00
8	Solid Rock Excavation	11,450	CY	\$ 4.54	\$ 51,983.00
9	Excess Material Haul Off and Disposal	3,720	CY	\$ 20.00	\$ 74,400.00
10	Water Mainline Tie-In	1	EA	\$ 25,000.00	\$ 25,000.00
11	Pavement Sawing and Removal	51	LF	\$ 114.00	\$ 5,814.00
12	Asphalt T-Patch	68	SY	\$ 125.00	\$ 8,500.00
13	Import Pipe Zone Backfill	2,748	LF	\$ 11.00	\$ 30,228.00
14	18" PVC Inlet-Outlet Pipe	2,344	LF	\$ 180.00	\$ 421,920.00
15	10" PVC Drain Pipe	299	LF	\$ 245.00	\$ 73,255.00
16	16" PVC Overflow Pipe	105	LF	\$ 500.00	\$ 52,500.00
17	6" Ring Drain	738	LF	\$ 45.00	\$ 33,210.00
18	18" Culvert	389	LF	\$ 95.00	\$ 36,955.00
19	3x3 Pond Overflow Box with Grate	1	EA	\$ 7,500.00	\$ 7,500.00
20	Tank Overflow Outlet	1	EA	\$ 20,000.00	\$ 20,000.00
21	Tank Drain Outlet	1	EA	\$ 14,000.00	\$ 14,000.00
22	6" D50 Riprap	180	CY	\$ 117.00	\$ 21,060.00
23	4.0MG AWWA D115 Water Tank	1	LS	—	\$ 4,750,000.00
24	Concrete Pad for Valve Boxes	1	LS	—	\$ 5,000.00
25	Fence	1,840	LF	\$ 27.00	\$ 49,680.00
26	Access Road Gate	1	LS	—	\$ 2,500.00
27	Site Electrical	1	LS	—	\$ 60,000.00
28	SCADA Integration & Improvements	1	LS	—	\$ 5,000.00
TOTAL					\$ 6,987,735.00



Pro Build Construction, Inc.

Authority to Sign

9/3/25

President  Ryan Linford
Fleet Manager  Steve Peterson
Safety Manager  Wesley Jessup
General Superintendent  Boyd Otteson
General Superintendent _____ Efren Estrada
General Superintendent _____ Adam Schmidt



September 2, 2025

Proposal to: General Contractor
(Herein called Buyer)

Project: Eagle Mountain Scarlet 4 MG Tank Project
Eagle Mountain, UT

Bid Documents: Contract plans and specifications by Sunrise Engineering dated 7/28/25
VSL preliminary design drawings (attached)
Addendums: 1-3

Structural Technologies LLC (also called VSL herein) proposes to furnish engineering, furnish and install the VSL Post-Tensioning Systems, and furnish and install the mild reinforcement in the post-tensioned tank, on the above referenced project in conformance with the Bid Documents and subject to the terms and conditions herein.

This Proposal shall remain open for thirty days with the Total Cost subject to adjustment if not accepted within thirty days.

Attachment "A" included herein shall be attached to and form a part of said Proposal in its entirety.

PAYMENT TERMS

Full payment for 100% of material installed or delivered to the job site or stored off the job site and for 100% of labor furnished shall be due and payable net 30 days. 15% of the Total Cost shall be due and payable upon submittal of VSL drawings net 30 days. Final payment shall be made 30 days after substantial completion of VSL's work. Accounts past due shall bear interest at the rate of 1.5% per month. Title to the materials shall remain with VSL until payment is received by VSL in full, however, all material shall be held at Buyer's risk after delivery by VSL.

As of the date of this proposal, this proposal (Contract) excludes any costs associated with Steel Tariffs, Duties or Quotas that may be imposed on PC steel strand or rebar. Should the USA government or any of its agencies or departments institute any Tariff, Duty or Quota, this proposal (Contract) will be revised to allow Structural Technologies, LLC (VSL) to recover those additional expenses.

TOTAL COST: \$ xxx (Includes 7.35 % Use Tax on Materials)

Add Design/Build Payment and Performance Bond: 1.3%

NOTWITHSTANDING REFERENCES TO DRAWINGS, PLANS, SPECIFICATIONS, OR SPECIAL CONDITIONS, IT IS UNDERSTOOD AND AGREED THAT THE "STRUCTURAL TECHNOLOGIES LLC GENERAL TERMS AND CONDITIONS" ARE HEREBY MADE PART OF THIS PROPOSAL AND ARE THE SOLE TERMS AND CONDITIONS APPLICABLE TO THIS PROPOSAL. SHOULD THIS PROPOSAL BE NAMED IN ANY CONTRACT DOCUMENT PREPARED BY THE BUYER, THE PROVISIONS OF THIS PROPOSAL, INCLUDING THE "STRUCTURAL TECHNOLOGIES LLC GENERAL TERMS AND CONDITIONS" SHALL GOVERN WHEREVER THEY CONFLICT WITH ANY PROVISION OF SUCH CONTRACT DOCUMENT.

Submitted by:

Justin Anderson

Justin Anderson
Senior Business Development Manager

SCOPE OF WORK

- Furnish structural drawings and calculations for the tank structure, sealed by a Utah Professional Engineer. Tank design will conform to AWWA D115 and contract documents.
- Furnish and install the VSL Post-Tensioning Systems in the tank structure, including bar supports.
- Furnish and install rebar in the tank structure, including bar supports (**floor, columns, walls, roof, hatches**)
- Furnish placement drawings for VSL post-tensioning and rebar work.

SCHEDULE CONDITIONS

- Total Cost is based on VSL performing its work in one move-in with unrestricted, uninterrupted job site access for the duration of VSL's work per a mutually agreed upon schedule. Additional mobilizations during wall construction will have a cost of \$3,000 ea.
- Installation of material can commence within 10 working days of receipt of approved VSL placement drawings, per a mutually agreed upon written schedule.
- Installation costs are based on a five-day (Monday-Friday) 40-hour work week with no overtime.
- Job site deliveries shall be in full truckload shipments.
- Buyer shall expedite the approval process for all VSL submittals.
- To place reinforcement, excluding stressing and grouting, VSL requires approximately 15 working days for the floor slab, 3 working days for each of the ~ 8 wall pours, and 15 working days for the roof slab. Approximately 10 working days are required to place, stress, and grout wall tendons after concrete placement of final wall segment and prior to work on the roof slab.
- All wall segments shall be completed in a continuous manner without delays. Preferably, two complete sets of wall forms (1/8 of tank per set) are required to maintain the continuity of VSL's work. VSL to install wall materials against inside or outside wall form.

BUYER SHALL PROVIDE AT NO COST TO VSL

- All weather truck access to job site.
- Operated hoisting equipment at point of use for loading, unloading, moving material and equipment, and as required for installing and stressing wall tendons.
- Suitable on-site staging area for VSL's work.
- Adequate on-site storage area for all material and equipment.
- Suitable workspace for access as follows:
 - A 3-foot walkway around the entire outside perimeter at the edge of floor slab during placement of floor slab reinforcement and stressing operations.
 - If Buyer chooses to set inside wall form first: An 8-foot wide firm and level surface around the entire perimeter of the tank (backfilled to top of wall footing) to accommodate AT scissor lift access for wall construction. VSL will provide scissor lifts.
 - Adequate space around pilaster locations for stressing operations.
 - A 3-foot walkway around the entire outside perimeter at the top of wall during placement of roof reinforcement and stressing operations.
- All workspace shall conform to prevailing OSHA regulations.
- Cleaning of forms and removal of obstacles (snow, soil, debris, etc.) to allow VSL's work to proceed without delay.
- Layout lines required for positioning of tendons and mild reinforcement.
- Furnishing and dumping of rubbish container in the work area for VSL's use.
- Electrical power (110 volt, 30 amp, single phase, within 100' of point of use).
- Cost to repair or replace tendons and reinforcing steel damaged or dislodged by others.
- Potable water with adequate volume and pressure for injection grouting operations (approx. **800 gallons total**).
- Furnish, install, and remove plywood box stressing blockouts for horizontal wall tendons (approx. 12"x12"x8"), **28 total**.
- Patching materials and labor for filling stressing blockouts for horizontal wall tendons, **28 total**.
- Plywood form (11"x14") at top of wall forms for VSL to attach vertical wall anchorages, **170 total**.
- Patching materials and labor for filling all anchorage blockouts in floor and roof slabs and at top of walls, **1,875 total**.
- Wood lined wall forms for attaching wall chairs with metal staples or ability to drill 3/16" dia. holes in steel faced forms.
- Parking and sanitary facilities for VSL employees.

EXCLUSIONS

- Any item not specifically included in SCOPE OF WORK above.
- All earthwork, excavating, grading, fine grading, backfilling, etc.
- Furnishing and installing rebar below the floor slab in pipe encasements, etc.
- Coatings such as epoxy or galvanizing on mild reinforcement.
- All concrete work, patching, form work, shoring, scaffolding, and carpentry work, including the design thereof.
- Furnishing and installing ladders, hatches, vents, piping, sealants, masonry dowels, anchor bolts, plastic and rubber sheet material, structural steel items, inserts, bearing pads, fillers, waterstops, roof components, etc.
- Winter and weather protection, including heating and insulation of structure.
- Trimming of protruding chair staples or tie wire.
- Union labor, prevailing wage, and certified payroll requirements.
- Domestic origin material requirements.
- Bonds, license fees, excise taxes, and permits.

REV.	DATE	REVISION
A	6/20/25	BIDDING ONLY - NOT FOR CONSTRUCTION
BY	AKA	
CHK		

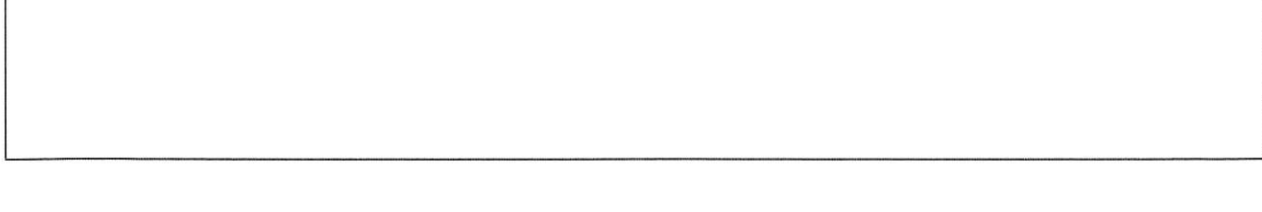
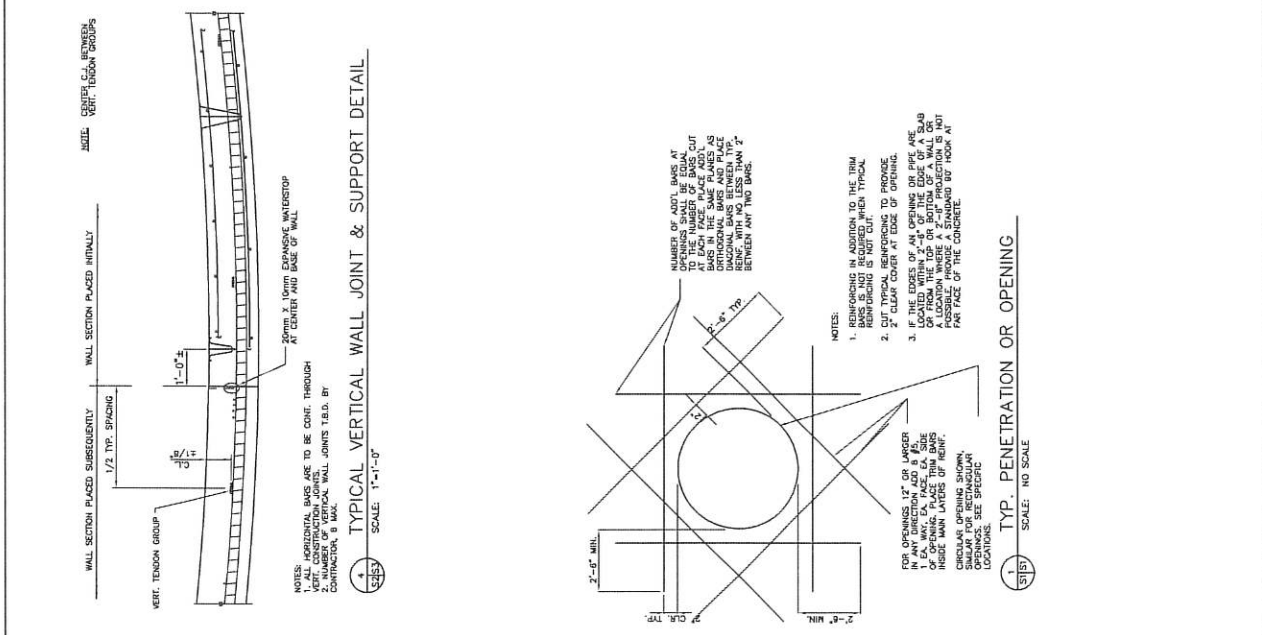
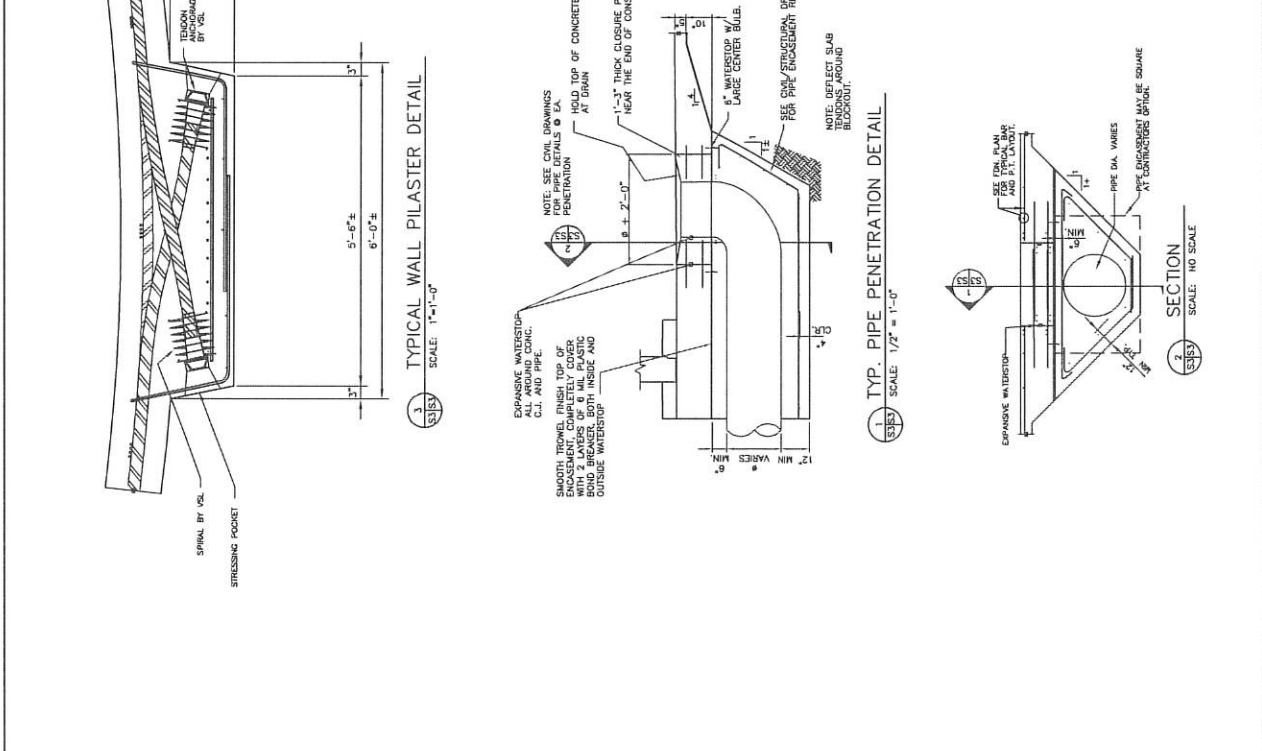
AWMA D115 WATER STORAGE TANK
TYPICAL DETAILS
EAGLE MOUNTAIN CITY, UTAH

PROJECT

SCALE: AS NOTED

REV. DATE NO. 550017
V.S. CIVIL INC.

Sheet No. 550017
Project No. 550017
Scale: 1/2" = 1'-0"



NOTES:

1. REINFORCING IN JOINTS TO THE MIN. REINFORCING IS NOT CUT.
2. CUT CLEAR TO THE TOP OF JOINT.
3. IF THE EDGES OF AN OPENING OR PIPE ARE LOCATED WITHIN 2'-0" OF THE EDGE OF A SLAB OR JOINT, THE JOINT SHALL BE LOCATED AT A LOCATION WHERE A 2'-0" PROJECTION IS NOT REQUIRED TO BE PROVIDED BY HOOK AT THE FACE OF THE CONCRETE.

EXPANSIVE WATERSTOP SHALL BE PLACED ON C.I. AND PIPE.

SMOOTH TROWEL FINISH TOP OF ENGAGEMENT, COMPLETELY COVER WITH 1/2" MIN. THICK POLYESTER BOND BRIDGE, BOTH INSIDE AND OUTSIDE WATERSTOP.

NOTE: DEFLECT SLAB TENDONS AROUND REBAR.

NOTE: SEE COIL DRAWINGS FOR PIPE DETAILS @ EA. PENETRATION AT DRAIN.

1"-3" THICK CLOSURE PLACED NEAR THE END OF CONSTRUCTION.

6" WATERSTOP W/ LARGE CENTER BULB.

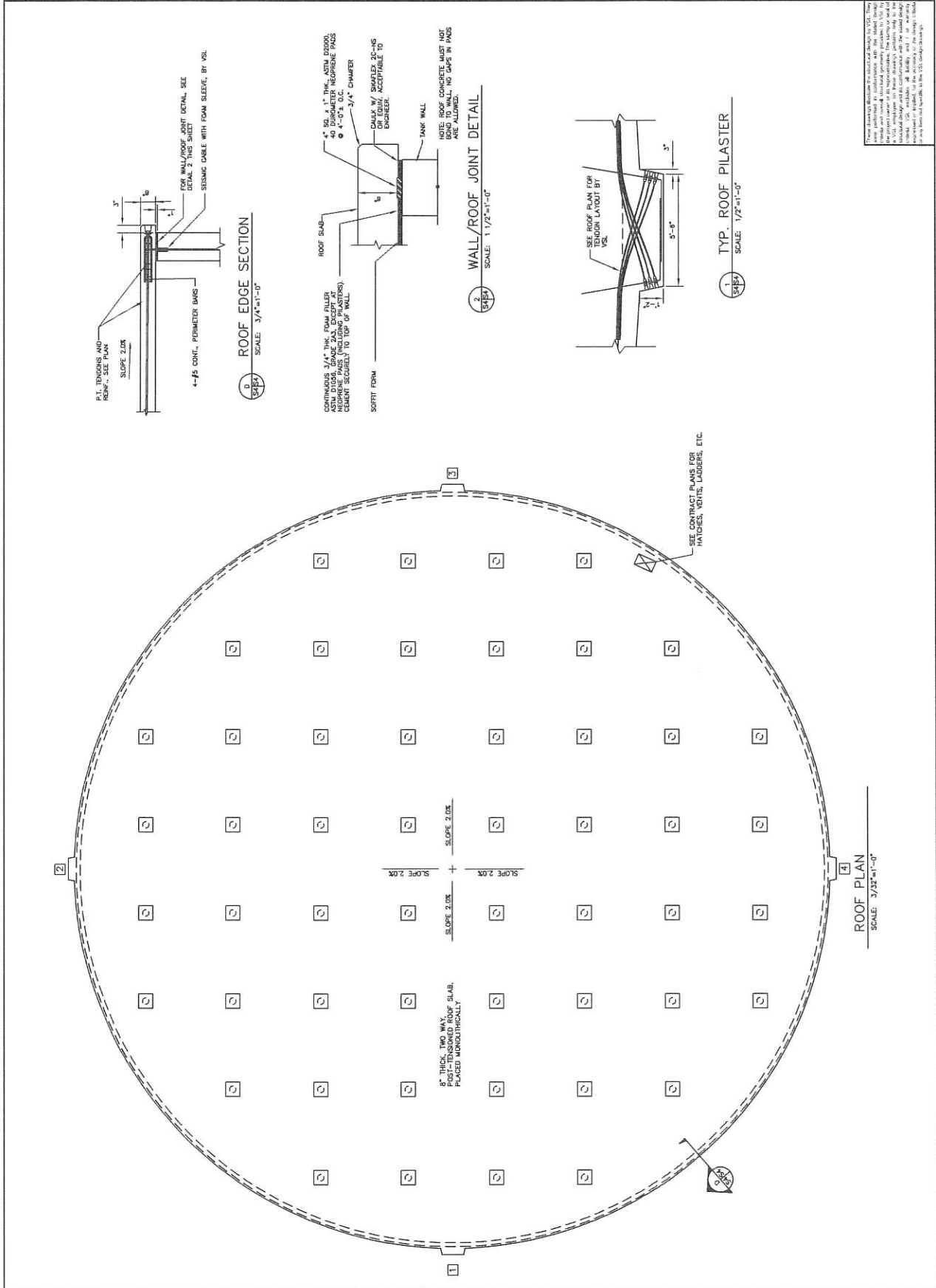
SEE CIVIL/STRUCTURAL DRAWINGS FOR PIPE ENGAGEMENT DETAIL.

EXPANSIVE WATERSTOP SHALL BE PLACED AT CENTER AND BASE OF WALL.

FOR OPENINGS 12" OR LARGER: 1 EA. MIN. EA. FACE, EA. SIDE. MIN. OF 2 WALL LAYERS OVER JUMP.

CIRCULAR OPENINGS SHOWN SIMILAR FOR RECTANGULAR LOCATIONS. SEE SPECIFIC.

DATE	REV	REVISION
AWMA D115 WATER STORAGE TANK ROOF PLAN & SECTIONS	A	BIDDING ONLY - NOT FOR CONSTRUCTION
PROJECT		
AWMA D115 WATER STORAGE TANK		
EAGLE MOUNTAIN CITY, UTAH		
DRG FILE		
AWMA D115 WATER STORAGE TANK ROOF PLAN & SECTIONS		
PROJECT		
AWMA D115 WATER STORAGE TANK		
EAGLE MOUNTAIN CITY, UTAH		
DATE	REV	REVISION
AWMA D115 WATER STORAGE TANK		
BIDDING ONLY - NOT FOR CONSTRUCTION		
DATE	REV	REVISION
AWMA D115 WATER STORAGE TANK		
BIDDING ONLY - NOT FOR CONSTRUCTION		
DATE	REV	REVISION
AWMA D115 WATER STORAGE TANK		
BIDDING ONLY - NOT FOR CONSTRUCTION		



SCALE: AS NOTED

NO. JOB NO. 250617

NO. DATE 10/11/11

S-4

AWMA D115 WATER STORAGE TANK
ROOF PLAN & SECTIONS

EAGLE MOUNTAIN CITY, UTAH

DATE: 10/11/11

REV: A

REVISION: BIDDING ONLY - NOT FOR CONSTRUCTION

PROJECT: AWMA D115 WATER STORAGE TANK

DRG FILE: AWMA D115 WATER STORAGE TANK ROOF PLAN & SECTIONS

AWMA D115 WATER STORAGE TANK
ROOF PLAN & SECTIONS

EAGLE MOUNTAIN CITY, UTAH

DATE: 10/11/11

REV: A

REVISION: BIDDING ONLY - NOT FOR CONSTRUCTION

PROJECT: AWMA D115 WATER STORAGE TANK

DRG FILE: AWMA D115 WATER STORAGE TANK ROOF PLAN & SECTIONS

AWMA D115 WATER STORAGE TANK
ROOF PLAN & SECTIONS

EAGLE MOUNTAIN CITY, UTAH

DATE: 10/11/11

REV: A

REVISION: BIDDING ONLY - NOT FOR CONSTRUCTION

PROJECT: AWMA D115 WATER STORAGE TANK

DRG FILE: AWMA D115 WATER STORAGE TANK ROOF PLAN & SECTIONS

**EAGLE MOUNTAIN CITY
CONSTRUCTION CONTRACT**

This contract and all attachments are public record.

1. **CONTRACTING PARTIES:** This contract is between Eagle Mountain City and the following:

	LEGAL STATUS OF CONTRACTOR
Contractor Name	<input type="radio"/> Sole Proprietor
	<input type="radio"/> Non-profit Corporation
Address	<input type="radio"/> For-profit Corporation
	<input type="radio"/> Partnership
City, State Zip	<input type="radio"/> LLC

Contact Name: _____

Email: _____

Phone Number: _____ Vendor Number: _____

2. **GENERAL PURPOSE OF CONTRACT OR PROJECT NAME:**

3. **CONTRACT PERIOD:**

Effective Date: _____ **Substantial Completion Deadline:** _____

Project Completion Deadline: _____

Termination Date (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): _____

4. **CONTRACT COSTS:** See Scope of Work / Cost Schedule (Attachment B).

a. Total Contract Cost: _____ GL Account No: _____

b. Is this project a budgeted project: Yes No Is this a fixed-price contract: Yes No

c. Does the contract need City Council approval: Yes No Date of CC approval: _____

Eagle Mountain City Project Manager Signature: Vince Kays

Eagle Mountain City Purchasing Agent Signature: Melissa Gates

5. **ATTACHMENT A:** Construction Terms and Conditions

ATTACHMENT B: Scope of Work/Cost Schedule

ATTACHMENT C: Insurance

**ANY CONFLICTS BETWEEN ATTACHMENT A AND THE OTHER ATTACHMENTS WILL BE
RESOLVED IN FAVOR OF ATTACHMENT A.**

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the construction services authorized by this contract.

7. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

Dated this 24 day of September, 2025.



EAGLE MOUNTAIN CITY
Tom Westmoreland
Signature
Print Name: Tom Westmoreland
Title: Mayor

ATTEST:

Gina L. Olsen
Gina L Olsen, CMC
City Recorder

APPROVED AS TO FORM
Marcus Draper
Marcus Draper
City Attorney

Dated this 1 day of October, 2025.

CONTRACTOR
Wesley Jessup
Signature
Print Name: Wesley Jessup
Title: HR & Safety Manager

ATTACHMENT A: CONSTRUCTION TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises contained herein, and the payments to the Contractor by the City the parties hereby agree as follows:

SECTION 1. SCOPE OF WORK. Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the Information for Bidders as the Basic Bid, and Attachment B, as specifically set out in the contract specifications, which is made a part hereof by reference, herein called the "Project."

The Project will be bound by the specifications referenced herein, according to the Advertisement for Bid, the Information for Bidders, the General Project Requirements and Specifications provided by City, the Bid of the Contractor, Bid Bond, Drawings, Notice of Award and Notice to Proceed, collectively referred to as the Contract Documents, all of which are incorporated herein by reference. To the extent that this Agreement conflicts in any way with a proposed form agreement which may have been submitted as part of the bid specifications, this Agreement shall control.

If any of the work performed by Contractor in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then Contractor shall immediately repair or correct the work at no additional cost to City.

A. SUBCONTRACTORS. No part of this contract shall be subcontracted by the Contractor without prior written approval by City through the Project Manager/Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall, within ten (10) days of a submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers, and materialmen who supplied services or materials to the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

B. STANDARDS OF WORKMANSHIP. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where City specifications exist (for example: asphalt, concrete, irrigation, sprinkling system and landscaping), they shall provide the benchmark for determination of acceptability.

C. INSPECTION AND TESTING. All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than Project Manager/Engineer, the Contractor shall give the Project Manager/Engineer timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

D. WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of one (1) year following the date of substantial completion of the Project under the terms of the performance bond.

SECTION 2. PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to the City a payment and performance bond satisfactory to the City guaranteeing Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract Amount.

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

Services to be provided by Consultant under this Contract are required to be covered by insurance. Consultant shall furnish Eagle Mountain a Certificate of Insurance applying to this Contract for each type of insurance required, to be approved by the Eagle Mountain, before Consultant begins work under this Contract. The Consultant's insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this Contract or as changed by contract modification are completed and accepted by Eagle Mountain:

- (a) General Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$3,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.
- (b) Commercial Automobile insurance with a minimum combined single limit of \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, \$250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.
- (c) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$3,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance shall remain in effect for one (1) year after completion of the project).
- (d) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect Consultant, its sub-consultants and Eagle Mountain from the loss of said information.
- (e) Consultant shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.
- (f) Consultant shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide Eagle Mountain with 30-days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. Consultant further agrees to provide Eagle Mountain with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 3(a) and 3(b) above are required to be endorsed, naming Eagle Mountain as Additional Insured and, on General Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by Eagle Mountain. The City reserves the right to request certified copies of any required policies.

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum stated in construction contract section 4, for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Attachment B, scope of work.

This Project, including the additive alternates awarded in Section 1, if any, is awarded in whole to the Contractor; the City will accept the Project in whole. However, nothing contained herein shall prevent the City from reducing the work to be done under this Agreement pursuant to Section 8 herein, nor shall anything herein be construed to require that Contractor be awarded any of the additive alternates bid by the Contractor or change order(s). The City retains the right to award any of the additive alternates or change order(s), or any part of them, to other contractors at any time, except those awarded to the Contractor in Section 1.

SECTION 5. PERMITS AND FEES. As set out in Section 4 above, the Contract Amount includes the price of all normally applicable fees and permits. The City may, at its discretion, arrange for the waiver of certain fees, permits and expenses.

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided here under according to and in an amount not to exceed that detailed in the attached payment schedule (Attachment A) and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

A. RETAINAGE. The City may, in its sole discretion; (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest-bearing account and the interest shall also be payable to the Contractor upon final payment.

Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor. The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his request a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

B. FINAL PAYMENT. Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in writing by the Project Manager.

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten days of receipt of the Notice to Proceed and shall be completed by the date stated in construction contract, section 3. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement

weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City-caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City Liquidated damages as specified in the Information for Bidders of the specifications. The parties agree that the daily liquidated damages provided for herein are reasonable and fair and are not a penalty. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

SECTION 8. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in order of precedence listed below:

- A. An agreed lump sum; or in the event the parties cannot agree; then
- B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then
- C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of Items 1-3, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

SECTION 9. DISPUTES. Except as otherwise provided in this Agreement, every dispute concerning a question of fact arising under this Agreement which is not settled by Agreement between the parties shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City shall be final and conclusive but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

SECTION 10. DEFAULT, REMEDY AND TERMINATION. The City may terminate this agreement upon the occurrence of one or more of the following events:

- A. If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;
- B. If Contractor substantially fails to perform any part of this Agreement;
- C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein,

or substantially fails to provide services under this Agreement for a period of seventy-two (72) hours;

- D.** If Contractor (1) shall become insolvent in a bankruptcy sense; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. §101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains and is not dismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains un-dismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing,

After serving ten (10) days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed for the service herein.

The Contractor shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request therefore within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

The Contractor shall continue the performance of this agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and to defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly

provided herein.

SECTION 12. CONTROLLING LAW. These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Utah County, Utah.

SECTION 13. ASSIGNMENT. The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

SECTION 15. SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this Section caused in whole or in part by the Contractor, any subcontractor, sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

SECTION 16. UNENFORCEABLE CONTRACT, WAIVERS. In the event that any provision of this contract shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

SECTION 17. ENTIRE AGREEMENT. This contract represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written modification signed by both parties.

SECTION 18. COMMENCEMENT OF WORK. Contractor will commence work as required by the specifications within ten calendar days after receiving the NOTICE TO PROCEED.

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans

and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

SECTION 20. HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, materialmen, agents and employees shall be performed during work hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday unless otherwise specified. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed.

SECTION 21. OBEY LAWS. Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and City in performing this Agreement.

SECTION 22. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

SECTION 23. THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 24. PROJECT MANAGER/ENGINEER. The Project Manager/ Engineer for this Project is Vince Hogge, City Engineer, or such other person designated by the City to the Contractor orally or in writing.

SECTION 25. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed, or sent by facsimile transmission certified mail, postage pre-paid, to the parties stated in the construction contract, section 1, contracting parties or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above;

City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

SECTION 26. SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force

and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

SECTION 27. DISPUTE RESOLUTION. The parties agree to attempt in good faith to resolve all disputes arising between them first through expedited mediation (not to exceed seven business days from the receipt by a party of a notice of request for mediation) and, if mediation is not successful, through negotiated settlement or court action. In the event that the actions of one party will cause or are causing the other immediate irreparable injury requiring temporary injunctive relief and the acting party is unwilling to suspend its planned or existing activity to allow for expedited mediation, the aggrieved party may file suit and seek such temporary injunctive relief in a court with jurisdiction over the subject matter of the dispute. Dispute resolution under this section shall be initiated by service by one party upon the other of a written notice and request to mediate, identifying the subject matter of the dispute and the nature of the relief sought. Unless otherwise agreed in writing at the time of mediation, mediation shall be conducted through and under the mediation rules of the American Arbitration Association.

The parties agree to submit all disputes not resolved by mediation to binding arbitration under the construction industry arbitration rules of the American Arbitration Association and the Utah Uniform Arbitration Act.

ATTACHMENT B:

SCOPE OF WORK/COST SCHEDULE

ATTACHMENT B – BID SCHEDULE

No.	Item	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	—	\$ 155,000.00
2	Quality Control & Testing	1	LS	—	\$ 65,000.00
3	Subsurface Investigation	4	HR	\$ 240.00	\$ 960.00
4	Site Clearing & Grubbing	1	LS	—	\$ 62,000.00
5	Access Road Grading & Contruction	2,441	LF	\$ 23.00	\$ 56,143.00
6	Untreated Base Course (6" Thick)	1,519	TON	\$ 33.00	\$ 50,127.00
7	Tank & Site Earthwork	1	LS	—	\$ 850,000.00
8	Solid Rock Excavation	11,450	CY	\$ 4.54	\$ 51,983.00
9	Excess Material Haul Off and Disposal	3,720	CY	\$ 20.00	\$ 74,400.00
10	Water Mainline Tie-In	1	EA	\$ 25,000.00	\$ 25,000.00
11	Pavement Sawing and Removal	51	LF	\$ 114.00	\$ 5,814.00
12	Asphalt T-Patch	68	SY	\$ 125.00	\$ 8,500.00
13	Import Pipe Zone Backfill	2,748	LF	\$ 11.00	\$ 30,228.00
14	18" PVC Inlet-Outlet Pipe	2,344	LF	\$ 180.00	\$ 421,920.00
15	10" PVC Drain Pipe	299	LF	\$ 245.00	\$ 73,255.00
16	16" PVC Overflow Pipe	105	LF	\$ 500.00	\$ 52,500.00
17	6" Ring Drain	738	LF	\$ 45.00	\$ 33,210.00
18	18" Culvert	389	LF	\$ 95.00	\$ 36,955.00
19	3x3 Pond Overflow Box with Grate	1	EA	\$ 7,500.00	\$ 7,500.00
20	Tank Overflow Outlet	1	EA	\$ 20,000.00	\$ 20,000.00
21	Tank Drain Outlet	1	EA	\$ 14,000.00	\$ 14,000.00
22	6" D50 Riprap	180	CY	\$ 117.00	\$ 21,060.00
23	4.0MG AWWA D115 Water Tank	1	LS	—	\$ 4,750,000.00
24	Concrete Pad for Valve Boxes	1	LS	—	\$ 5,000.00
25	Fence	1,840	LF	\$ 27.00	\$ 49,680.00
26	Access Road Gate	1	LS	—	\$ 2,500.00
27	Site Electrical	1	LS	—	\$ 60,000.00
28	SCADA Integration & Improvements	1	LS	—	\$ 5,000.00
TOTAL					\$ 6,987,735.00

Eagle Mountain 4.0 MG Water Storage Tank Approach

Probuild has some key qualifiers that sets us apart from other tank builders.

First, we have built more D115 tanks than any other contractor in the state of Utah. This robust experience regarding D115 keeps costs low and reduces the overall time it takes to build a tank. Recent projects have been included in the Project Resume section highlighting volume of monolithic pours which are required for D115. Our tanks pass their leakage test on the first attempt every time.

Second, we own our own forms and equipment. Because we don't have to rent forms, alumna beams, cranes, or anything else, those savings are passed onto our customers. When we are awarded jobs, while our excavating subcontractor is getting it dug, we are mobilizing our forms and the needed equipment for a smooth construction process.

In our vast experience working with VSL we know what they need for clearance or the extra space they require for staging, we ensure they can work alongside us throughout this process which saves everyone time and again keeps costs low.

Third, because we build so many D115 tanks, we have three General Superintendents with 30+ years of experience each; and six other superintendents who work closely with them. Each of our superintendents have completed many D115 and D110 tanks. Every project always has at least one superintendent and one General Superintendent overseeing the production, quality control, and safety of the project. This structured system of management ensures the cities we build these tanks for get the highest quality product.

Fourth, we have proven ourselves in all seasons from hot to wintry cold months. Our team of experienced workers know how to get the job done despite what the weather decides to do.

When we are awarded this project, we will have a Team work approach with the city, the engineer, and the subcontractors to ensure a smooth overall project. There will be regular progress meetings to address: the current phase of the



project, upcoming pours, inspections, SWPPP issues, or any other item that needs to be discussed. Although we are confident in what we do and how to build D115 tanks, we recognize the importance of sharing our years of experience with the different cities, clients, and engineering firms we work with. This open collaborative environment allows everyone to grow and better understand the D115 process.

Lastly, Probuild looks forward in working with Eagle Mountain and building for them a superior product that they will not get if they choose to go with any other tank builder than Probuild Construction, because simply put, we are the best when it comes to this specific industry.



September 2, 2025

Proposal to: General Contractor
(Herein called Buyer)

Project: Eagle Mountain Scarlet 4 MG Tank Project
Eagle Mountain, UT

Bid Documents: Contract plans and specifications by Sunrise Engineering dated 7/28/25
VSL preliminary design drawings (attached)
Addendums: 1-3

Structural Technologies LLC (also called VSL herein) proposes to furnish engineering, furnish and install the VSL Post-Tensioning Systems, and furnish and install the mild reinforcement in the post-tensioned tank, on the above referenced project in conformance with the Bid Documents and subject to the terms and conditions herein.

This Proposal shall remain open for thirty days with the Total Cost subject to adjustment if not accepted within thirty days.

Attachment "A" included herein shall be attached to and form a part of said Proposal in its entirety.

PAYMENT TERMS

Full payment for 100% of material installed or delivered to the job site or stored off the job site and for 100% of labor furnished shall be due and payable net 30 days. 15% of the Total Cost shall be due and payable upon submittal of VSL drawings net 30 days. Final payment shall be made 30 days after substantial completion of VSL's work. Accounts past due shall bear interest at the rate of 1.5% per month. Title to the materials shall remain with VSL until payment is received by VSL in full, however, all material shall be held at Buyer's risk after delivery by VSL.

As of the date of this proposal, this proposal (Contract) excludes any costs associated with Steel Tariffs, Duties or Quotas that may be imposed on PC steel strand or rebar. Should the USA government or any of its agencies or departments institute any Tariff, Duty or Quota, this proposal (Contract) will be revised to allow Structural Technologies, LLC (VSL) to recover those additional expenses.

TOTAL COST: \$ xxx (Includes 7.35 % Use Tax on Materials)

Add Design/Build Payment and Performance Bond: 1.3%

NOTWITHSTANDING REFERENCES TO DRAWINGS, PLANS, SPECIFICATIONS, OR SPECIAL CONDITIONS, IT IS UNDERSTOOD AND AGREED THAT THE "STRUCTURAL TECHNOLOGIES LLC GENERAL TERMS AND CONDITIONS" ARE HEREBY MADE PART OF THIS PROPOSAL AND ARE THE SOLE TERMS AND CONDITIONS APPLICABLE TO THIS PROPOSAL. SHOULD THIS PROPOSAL BE NAMED IN ANY CONTRACT DOCUMENT PREPARED BY THE BUYER, THE PROVISIONS OF THIS PROPOSAL, INCLUDING THE "STRUCTURAL TECHNOLOGIES LLC GENERAL TERMS AND CONDITIONS" SHALL GOVERN WHEREVER THEY CONFLICT WITH ANY PROVISION OF SUCH CONTRACT DOCUMENT.

Submitted by:

Justin Anderson

Justin Anderson
Senior Business Development Manager

SCOPE OF WORK

- Furnish structural drawings and calculations for the tank structure, sealed by a Utah Professional Engineer. Tank design will conform to AWWA D115 and contract documents.
- Furnish and install the VSL Post-Tensioning Systems in the tank structure, including bar supports.
- Furnish and install rebar in the tank structure, including bar supports (**floor, columns, walls, roof, hatches**)
- Furnish placement drawings for VSL post-tensioning and rebar work.

SCHEDULE CONDITIONS

- Total Cost is based on VSL performing its work in one move-in with unrestricted, uninterrupted job site access for the duration of VSL's work per a mutually agreed upon schedule. Additional mobilizations during wall construction will have a cost of \$3,000 ea.
- Installation of material can commence within 10 working days of receipt of approved VSL placement drawings, per a mutually agreed upon written schedule.
- Installation costs are based on a five-day (Monday-Friday) 40-hour work week with no overtime.
- Job site deliveries shall be in full truckload shipments.
- Buyer shall expedite the approval process for all VSL submittals.
- To place reinforcement, excluding stressing and grouting, VSL requires approximately 15 working days for the floor slab, 3 working days for each of the ~ 8 wall pours, and 15 working days for the roof slab. Approximately 10 working days are required to place, stress, and grout wall tendons after concrete placement of final wall segment and prior to work on the roof slab.
- All wall segments shall be completed in a continuous manner without delays. Preferably, two complete sets of wall forms (1/8 of tank per set) are required to maintain the continuity of VSL's work. VSL to install wall materials against inside or outside wall form.

BUYER SHALL PROVIDE AT NO COST TO VSL

- All weather truck access to job site.
- Operated hoisting equipment at point of use for loading, unloading, moving material and equipment, and as required for installing and stressing wall tendons.
- Suitable on-site staging area for VSL's work.
- Adequate on-site storage area for all material and equipment.
- Suitable workspace for access as follows:
 - A 3-foot walkway around the entire outside perimeter at the edge of floor slab during placement of floor slab reinforcement and stressing operations.
 - If Buyer chooses to set inside wall form first: An 8-foot wide firm and level surface around the entire perimeter of the tank (backfilled to top of wall footing) to accommodate AT scissor lift access for wall construction. VSL will provide scissor lifts.
 - Adequate space around pilaster locations for stressing operations.
 - A 3-foot walkway around the entire outside perimeter at the top of wall during placement of roof reinforcement and stressing operations.
- All workspace shall conform to prevailing OSHA regulations.
- Cleaning of forms and removal of obstacles (snow, soil, debris, etc.) to allow VSL's work to proceed without delay.
- Layout lines required for positioning of tendons and mild reinforcement.
- Furnishing and dumping of rubbish container in the work area for VSL's use.
- Electrical power (110 volt, 30 amp, single phase, within 100' of point of use).
- Cost to repair or replace tendons and reinforcing steel damaged or dislodged by others.
- Potable water with adequate volume and pressure for injection grouting operations (approx. **800 gallons total**).
- Furnish, install, and remove plywood box stressing blockouts for horizontal wall tendons (approx. 12"x12"x8"), **28 total**.
- Patching materials and labor for filling stressing blockouts for horizontal wall tendons, **28 total**.
- Plywood form (11"x14") at top of wall forms for VSL to attach vertical wall anchorages, **170 total**.
- Patching materials and labor for filling all anchorage blockouts in floor and roof slabs and at top of walls, **1,875 total**.
- Wood lined wall forms for attaching wall chairs with metal staples or ability to drill 3/16" dia. holes in steel faced forms.
- Parking and sanitary facilities for VSL employees.

EXCLUSIONS

- Any item not specifically included in SCOPE OF WORK above.
- All earthwork, excavating, grading, fine grading, backfilling, etc.
- Furnishing and installing rebar below the floor slab in pipe encasements, etc.
- Coatings such as epoxy or galvanizing on mild reinforcement.
- All concrete work, patching, form work, shoring, scaffolding, and carpentry work, including the design thereof.
- Furnishing and installing ladders, hatches, vents, piping, sealants, masonry dowels, anchor bolts, plastic and rubber sheet material, structural steel items, inserts, bearing pads, fillers, waterstops, roof components, etc.
- Winter and weather protection, including heating and insulation of structure.
- Trimming of protruding chair staples or tie wire.
- Union labor, prevailing wage, and certified payroll requirements.
- Domestic origin material requirements.
- Bonds, license fees, excise taxes, and permits.

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



EFFECTIVE DATE: 06/28/2012
EXPIRATION DATE: 11/30/2025
ISSUED TO: **Probuild Construction Inc**
5495 W LEO PARK RD
WEST JORDAN UT 84081

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

8366226-5501 **Contractor With LRF** **DBAs: None Associated**

B100, E100

ATTACHMENT C:
INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions,** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a.** "Bodily injury" or "property damage" that occurs; or

- b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c.** Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

**UTAH WAIVER OF SUBROGATION ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

1. Waiver Type Blanket

Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective	10/16/2024	Policy No.	4001281	Endorsement No.	
Insured	PROBUILD CONSTRUCTION INC			Premium	
	5495 W LEO PARK RD				
	WEST JORDAN, UT 84081				
Insurance Company	WCF Mutual Insurance Company				

Countersigned by _____



AIA Document A312™ – 2010

Performance Bond

BOND NO. 6022113894

CONTRACTOR:

(Name, legal status and address)

ProBuild Construction, Inc.
5495 W Leo Park Rd
West Jordan, Utah 84081

OWNER:

(Name, legal status and address)

Eagle Mountain City
1650 E Stagecoach Run
Eagle Mountain Utah

CONSTRUCTION CONTRACT

Date: September 24, 2025

Amount: Six Million Nine Hundred Eighty Seven Thousand Seven Hundred Thirty Five and 00/a00 Dollars (\$6,987,735.00)

Description:

(Name and location)

Scarlet 009 4 MG Water Tank Project

SURETY:

(Name, legal status and principal place of business)

United State 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.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: September 24, 2025

(Not earlier than Construction Contract Date)

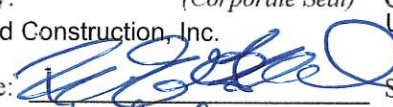
Amount: Six Million Nine Hundred Eighty Seven Thousand Seven Hundred Thirty Five and 00/a00 Dollars (\$6,987,735.00)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Pro Build Construction, Inc.

Signature: 

Name *Ryan Linford*

and Title: *President*

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*

United States Fire Insurance Company

Signature: 

Name *Judy Parry*

and Title: *Attorney-In-Fact*

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Moreton & Company
101 South 200 East Suite 300
Salt Lake City, Utah 84111

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

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.



AIA Document A312™ – 2010

Payment Bond

BOND NO. 6022113894

CONTRACTOR:

(Name, legal status and address)

ProBuild Construction, Inc.
5495 W Leo Park Rd
West Jordan, Utah 84081

SURETY:

(Name, legal status and principal place of business)

United State 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.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

Eagle Mountain City
650 E Stagecoach Run
Eagle Mountain Utah

CONSTRUCTION CONTRACT

Date: September 24, 2025

Amount: Six Million Nine Hundred Eighty Seven Thousand Seven Hundred Thirty Five and 00/a00 Dollars (\$6,987,735.00)

Description:

(Name and location)

Scarlet 009 4 MG Water Tank Project

BOND

Date: September 24, 2025


(Not earlier than Construction Contract Date)

Amount: Six Million Nine Hundred Eighty Seven Thousand Seven Hundred Thirty Five and 00/a00 Dollars (\$6,987,735.00)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL


Company: *(Corporate Seal)*
Pro Build Construction, Inc.

Signature: 
Name Ryan Linford
and Title: President

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*
United States Fire Insurance Company

Signature: 
Name Judy Parry
and Title: Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Moreton & Company
101 South 200 East Suite 300
Salt Lake City, Utah 84111

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

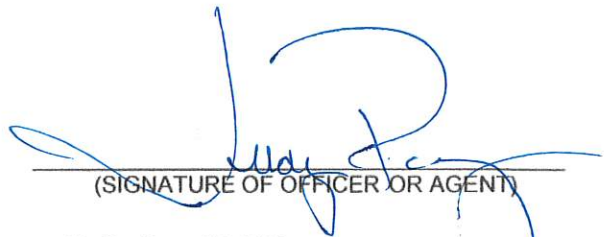
CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

**AFFIDAVIT OF QUALIFICATION
FOR SURETY COMPANIES**

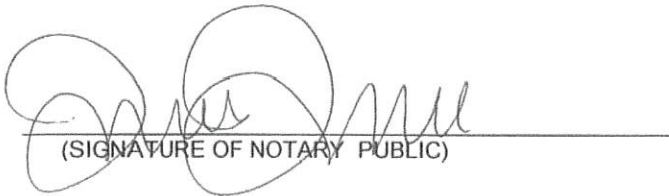
STATE OF UTAH) SS
COUNTY OF SALT LAKE)

JUDY PARRY, BEING FIRST AND DULY SWORN, ON OATH DEPOSES AND SAYS THAT SHE IS THE ATTORNEY-IN-FACT (OFFICER OR AGENT) OF SAID COMPANY, AND THAT SHE IS DULY AUTHORIZED TO EXECUTE THE SAME AND HAS COMPLIED IN ALL RESPECTS WITH THE LAWS OF THE STATE OF UTAH, IN REFERENCE TO BECOMING SOLE SURETY UPON BONDS, UNDERTAKINGS AND OBLIGATIONS.

SUBSCRIBED AND SWORN TO BEFORE
ME THIS 24 day of Sept A.D.. 2025


(SIGNATURE OF OFFICER OR AGENT)

P.O. Box 58139
Salt Lake City, UT 84158-0139
(RESIDENCE)

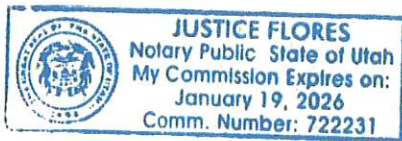

(SIGNATURE OF NOTARY PUBLIC)

(SEAL)

MY COMMISSION EXPIRES:
JANUARY 19, 2026

(SURETY SEAL)

101 South 200 East
Salt Lake City Utah 84111



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

01908

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:

Philip S. Walter, Richard Morgan, Judy Parry, Sherry J. Pace

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: **Fifty Million Dollars (\$50,000,000)**

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

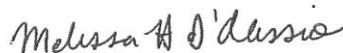


Matthew E. Lubin, President



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.

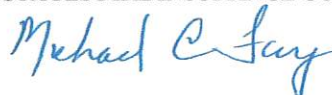


Melissa H. D'Alessio (Notary Public)

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 24 day of Sept 2025

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President

