

Kilgore Companies Bid Packet

BID PROPOSAL

To the Owner

The undersigned states and warrants that Contractor has carefully examined the plans, specifications, form of contract, form of bond, instructions and other contract papers relating to the construction for which this proposal is made, and that Contractor has examined the site of the work and has given attention to and carefully considered all of the matters which affect the nature and the cost of construction and its several parts.

If this proposal, as given on the attached Bid Schedule, is accepted, the undersigned will, within ten (10) days after notice thereof, in writing, by the owner, furnish a construction bond in accordance with the form of bond herewith attached, for the full amount of the total bid price, correctly computed from the unit prices bid, and executed in favor of the Owner by Marsh surety, whose address is:

15 West South Temple Ste. 700 SLC, UT 84101
and will sign and execute the accompanying form of construction contract.

Name of Bidder, Construction Contractor: Kilgore Contracting

Contractor State & License No.: Utah 7741798-5501

Signature of Representative: Samuel Donald

Position of Representative: Estimating Manager

Bidder's Mailing Address: P.O. Box 8609 Magna, UT 84044

Bidder's Street Address: 7057 West 2100 South

City, State, & Zip Code: WVC, UT 84128

Phone/Fax: 801-250-0132 / 861-2500083

M. Ball Signature Acknowledging Receipt of:

Amendment No. 1. NONE

Amendment No. 2. _____

Amendment No. 3. _____

Date 4/19/22

A bid may be considered invalid if the Bidder fails to completely fill out and sign both the Bid Proposal and proper Bid Schedule.

BID SCHEDULE A: SLURRY SEALS TYPE II 2022

In compliance with Park City Design Standards, Construction Specification and Standards Slurry Seal work shall consist of: Type II Slurry Seal coating, protecting crosswalks, meter lids, survey monuments etc. by covering prior to installation of slurry, and cleaning, drying, and sealing with material as outlined above.

| ITEM NO. | DESCRIPTION OF WORK | QUANTITY | UNIT COST | PRICE |
|----------|--------------------------------|------------------------------|-----------|----------|
| 1. | Slurry Sealing Streets Type II | <u>82,811 sq. yd.</u> | \$ _____ | \$ _____ |

BID SCHEDULE – A

Note: See Appendix A for schedule of Slurry Seals.

1. All slurry seal areas with striping or crossings shall be marked for future striping to be completed by owner.
2. All water meter, survey, storm drain inlets, and manhole lids shall be protected from slurry prior to application. Protection covers shall be removed when slurry is dry.
3. All adjacent homeowners / businesses shall receive two (2) notices of work to be completed; a seven (7) day advanced notice followed by a twenty-four (24) hour notice. All notices must be approved by the City prior to distribution.
4. All traffic control is to be supplied by contractor such as signs and flaggers to be utilized in all locations work is being performed according to MUTCD standards.
5. All slurry seal coat will contain a minimum of three percent (3%) LMCQS-1H.
6. Bidder is responsible to obtain Right of Way permits. Permit fees will be waived by Park City.

BID SCHEDULE B: SEALCOAT BIKE PATHS 2022

In compliance with Park City Design Standards, Construction Specification and Standards Seal Coating work shall consist of: Tuffcoat Sealcoat P+ Coating, protecting crosswalks, meter lids, survey monuments, manhole lids, etc. by covering prior to installation of slurry, and cleaning, drying and sealing with material.

| ITEM DESCRIPTION OF WORK NO. | QUANTITY | UNIT COST | PRICE |
|------------------------------|----------------------|----------------|---------------------|
| 1. Sealcoat Bike Paths | <u>15,778 sq.yrd</u> | \$ <u>1.66</u> | \$ <u>26,191.48</u> |
| BID SCHEDULE – B | | TOTAL | \$ <u>26,191.48</u> |

Note: See Appendix A for schedule of Tuffcoat Sealcoat P+ Coating.

1. All seal coating areas with striping or crossings shall be marked for future striping to be completed by owner.
2. All water, meter, survey, storm drain inlets, and manhole lids shall be protected from slurry prior to application. Protection covers shall be removed when Seal Coating is dry.
3. Contractor is responsible that application area is cleaned and free from all debris and vegetation.
4. All adjacent homeowners / businesses/ trail users shall receive two (2) notices of work to be completed; a seven (7) day advanced notice followed by a twenty-four (24) hour notice. All notices must be approved by the Project Manager prior to distribution.
5. All pedestrian traffic and vehicular traffic control is to be supplied by contractor such as signs

and flaggers to be utilized in all locations work is being performed according to MUTCD standards.
6. Bidder is responsible to obtain Right of Way permits. Permit fees will be waived by Park City.
7. Application Rate: Two (2) separate application coats are required. First application = Approximately 48-52 square feet per gallon Second application = Approximately 48-52 square feet per gallon

**BID SCHEDULE C:
STREET OVERLAYS, ROTOMILLING AND UTILITY ADJUSTMENTS 2022**

| ITEM NO. | DESCRIPTION OF WORK | QUANTITY | UNIT COST | PRICE |
|----------|--|-----------------------|-----------------|----------------------|
| 1. | Overlay streets to conform with 2007 APWA Specifications. Reference APWA 2007. 32-12-03 PG 58-28, 32-12-05 Maximum of 15% RAP by weight 32-12-05 DM-1/2, Medium Traffic Classification 32-12-16 (Rice Method) | <u>5,259 Tons</u> | <u>\$ 96.00</u> | <u>\$ 504,864.00</u> |
| 2. | Rotomilling to conform with Specifications and depth required to deliver milling across roadway so that surface remaining has a consistent and continuous cross fall, longitudinally and transversely. Millings from pavement overlay work shall become property of the contractor at the time of milling. | <u>378,463 Sq. Ft</u> | <u>\$ 0.20</u> | <u>\$ 75,692.60</u> |

Lower and /or readjust manholes, monument markers, and water valves in compliance with Park City Design Standards, Construction Specifications and Standard Drawings Section 551, placement and adjustment of new and existing utility structures to finish grade per Snyderville Basin Water Reclamation District Construction Specification for manholes.
(See SBWRD revised detail MH-09)

| ITEM NO. | DESCRIPTION OF WORK | QUANTITY | UNIT COST | PRICE |
|----------|--------------------------|------------|------------------|---------------------|
| 3. | <u>Lowering Utility</u> | | | |
| | Manhole | <u>78</u> | <u>\$ 455.00</u> | <u>\$ 35,490.00</u> |
| | Water valve/monument | <u>113</u> | <u>\$ 280.00</u> | <u>\$ 31,640.00</u> |
| 4. | <u>Raising/adjusting</u> | | | |
| | Manhole | <u>78</u> | <u>\$ 705.00</u> | <u>\$ 54,990.00</u> |
| | Water valve/monument | <u>113</u> | <u>\$ 500.00</u> | <u>\$ 56,500.00</u> |

Total Utility Adjustments Price \$ 178,620.00

BID SCHEDULE - C TOTAL \$ 759,176.60

NOTE: See Appendix A for Street Overlays/Milling/Utility Adjustments

- The quantities given are estimates for the purpose of comparing bids. Payment to the contractor will be made only for actual quantities of work performed.

- 2 Estimated ten (10) working days to complete milling and overlay work. Work is scheduled to begin on July 7, 2022. Consideration will be given for weather delays.
 - 3 The streets May be uneven and require more or less tonnage to achieve a quality, smooth, and compacted overlay.
 - 4 Bidder is responsible for traffic control devices, signs, barricades, and flagger to be utilized in all locations work is being performed according to MUTCD standards.
 - 5 **Edge Milling:** One to two-inches (1"-2") of existing asphalt feathered out to nothing seven feet (7') adjacent to each curb and across road intersections.
 - 6 **Profile Milling:** The standard roadway cross slope is two percent (2%) down from crown to gutter line or edge of pavement. Cross slopes May be adjusted when it is necessary to provide a smooth transition a minimum of two percent (2%) and a maximum of four percent (4%).
 - 7 Millings from pavement overlay work shall become the property of the contractor at the time of milling.
 - 8 Prior to milling, verify alignment of all valve boxes and manholes. Submit list of needed repairs and related costs to realign and repair all valve boxes as needed.
 - 9 Lowering of utilities in conjunction with Rotomilling. Readjustment is scheduled following completion of pavement overlay and must be completed by August 4, 2022.
 - 10 All approved realignments or repairs shall be completed prior to paving. Only height adjustments are allowed after paving.
 - 11 All grade rings and joints and housings are to be sealed.
 - 12 Concrete cement fills to be used on adjustment.
 - 13 All adjustments are to be set .50 inches below finish grade.
 - 14 Grade ring shall be CRETEX MANHOLE RINGS furnished by contractor.
 - 15 All manhole inverts, valves, and monuments shall be washed and vacuumed upon completion of each adjustment.
 - 16 Bidder is responsible for traffic control devices, signs, barricades, and steel plates where necessary according to MUTCD standards.
 - 17 Bidder is responsible to obtain Right of Way permits. Permit fees will be waived by Park City.
 - 18 Bidder is responsible to make every attempt to minimize the tracking of tack oil and asphalt tar onto non-paved streets and crosswalks. Contractor will mitigate tracking problems promptly if they do occur.
- * Park City Municipal reserves the right to add or delete quantities to meet budgeted amounts.

By: Samuel H. Donaldson

Date: 4-19-22

Print Name: Samuel H. Donaldson

Title: Estimating Manager

Company: Kilgore Contracting

BID SCHEDULE D: CRACK SEAL 2022

In compliance with Park City Design Standards, Construction Specification and Standards Drawings Section 551 and general guidelines to bidders, sealant must be **Craftco** or **Maxwell** or an approved equal and must meet or exceed Federal Standard ASTM D 3405. Crack seal work shall consist of routing, cleaning, and drying cracks and sealing them with material outlined in specification above.

| ITEM DESCRIPTION OF WORK NO. | TONS | UNIT COST | PRICE |
|--------------------------------|-----------|--------------------|----------------------|
| 1. Crack Sealing streets/Paths | <u>33</u> | \$ <u>4,260.15</u> | \$ <u>140,584.95</u> |

BID SCHEDULE – D

TOTAL \$ 140,584.95

Note: See Appendix A for schedule of Crack Seals.

1. All new cracks .125 inch or greater are to be routed a minimum of .50 inch wide and .75 inch deep prior to application of crack seal.
2. All traffic control is to be supplied by contractor, such as signs and flaggers, to be utilized in all locations work is being performed according to MUTCD standards.
3. Contractor is required to clean all debris generated from routing and crack seal installation upon completion of each street.
4. The smallest size application cup is required that will adequately fill the crack without overflowing material. Crack sealant material shall only be applied to cracks.
5. Cost of crack seal including routing, blowing, drying, sweeping, and cleaning bid per ton.
6. Bidder is responsible to obtain Right of Way permits. Permit fees will be waived by Park City.

*Park City Municipal reserves the right to add or delete quantities to meet budgeted amounts.

By: Samuel H. Donaldson

Date: 4-19-22

Print Name: Samuel H. Donaldson

Title: Estimating Manager

Company: Kilgore Contracting

SUBCONTRACTORS

Item

Firm

Utility Adjustments Craghead Building Co.

Rotomilling Maverick Milling

BID BOND

Kilgore Companies, LLC
dba Kilgore Contracting

Date Bond Executed April 15, 2022 Principal _____ Surety _____
Liberty Mutual Insurance Company Sum of Bond Five Percent (5%) of Date _____
of Bid April 19, 2022 amount bid

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the Owner herein known as the obligee, in the sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated as shown above, for: NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal shall execute a contract as specified and give construction bond to be approved by the obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the principal, then this obligation shall be null and void. However, if said principal shall fail to execute a contract as specified and give full construction bond, approved by the obligee, within ten (10) days of being notified of award of contract, then this bond shall be forfeited in full to obligee.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Kilgore Companies, LLC dba Kilgore Contracting

INDIVIDUAL OR PARTNERSHIP _____
PRINCIPAL Corporate Principal

7057 West 2100 South, Salt Lake City, UT 84119

Business Address _____

By _____

Title _____

Samuel Donaldson
Estimating Manager

Note: If cash, certified or cashier's check is used in lieu of bid bond, a certificate from an approved surety company guaranteeing execution of a full performance bond must accompany bid.

Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116

Business Address

Megan J. Schlueter Attorney-in-Fact
By Title

Megan J. Schlueter
Attorney-in-Fact

STATE OF ~~UTAH~~ New York)
County of Monroe)

Megan J. Schlueter, being first duly sworn, on oath deposes and says that he is the Attorney-in-Fact of the above-named Surety Company, and that he is duly authorized to execute and deliver the foregoing obligations; that said company is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings, and obligations.

Subscribed and sworn to before me this 15th day of April, 2022.

Attorney-in-Fact Megan J. Schlueter

My Commission Expires 11-1-2022

Notary Public Janine A. Kappen
Janine A. Kappen

JANINE A KAPPEN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KA6230308
Qualified in Monroe County
My Commission Expires Nov. 01, 2022



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

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

Certificate No: 8204866

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

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



By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella

Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of April, 2022.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

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

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

Morgan Pavement Maintenance Bid Packet

BID PROPOSAL

To the Owner

The undersigned states and warrants that Contractor has carefully examined the plans, specifications, form of contract, form of bond, instructions and other contract papers relating to the construction for which this proposal is made, and that Contractor has examined the site of the work and has given attention to and carefully considered all of the matters which affect the nature and the cost of construction and its several parts.

If this proposal, as given on the attached Bid Schedule, is accepted, the undersigned will, within ten (10) days after notice thereof, in writing, by the owner, furnish a construction bond in accordance with the form of bond herewith attached, for the full amount of the total bid price, correctly computed from the unit prices bid, and executed in favor of the Owner by Atlantic Specialty Insurance surety, whose address is:

_____ and will sign and execute the accompanying form of construction contract.

Name of Bidder, Construction Contractor: Morgan Pavement Maintenance

Contractor State & License No.: Utah - 9798330-5501

Signature of Representative: _____

Position of Representative: Estimator / Project Manager

Bidder's Mailing Address: 625 S Main, Clearfield, UT 84015

Bidder's Street Address: 625 S Main

City, State, & Zip Code: Clearfield, UT, 84015

Phone/Fax: 801-544-5947

_____ Signature Acknowledging Receipt of:

Amendment No. 1. _____

Amendment No. 2. _____

Amendment No. 3. _____

Date
04/19/2022

A bid may be considered invalid if the Bidder fails to completely fill out and sign both the Bid Proposal and proper Bid Schedule.

BID SCHEDULE A: SLURRY SEALS TYPE II 2022

In compliance with Park City Design Standards, Construction Specification and Standards Slurry Seal work shall consist of: Type II Slurry Seal coating, protecting crosswalks, meter lids, survey monuments etc. by covering prior to installation of slurry, and cleaning, drying, and sealing with material as outlined above.

| ITEM NO. | DESCRIPTION OF WORK | QUANTITY | UNIT COST | PRICE |
|----------|--------------------------------|------------------------------|-----------------|----------------------|
| 1. | Slurry Sealing Streets Type II | <u>82,811 sq. yd.</u> | \$ <u>1.704</u> | \$ <u>141,167.91</u> |

BID SCHEDULE – A

Note: See Appendix A for schedule of Slurry Seals.

1. All slurry seal areas with striping or crossings shall be marked for future striping to be completed by owner.
2. All water meter, survey, storm drain inlets, and manhole lids shall be protected from slurry prior to application. Protection covers shall be removed when slurry is dry.
3. All adjacent homeowners / businesses shall receive two (2) notices of work to be completed; a seven (7) day advanced notice followed by a twenty-four (24) hour notice. All notices must be approved by the City prior to distribution.
4. All traffic control is to be supplied by contractor such as signs and flaggers to be utilized in all locations work is being performed according to MUTCD standards.
5. All slurry seal coat will contain a minimum of three percent (3%) LMCQS-1H.
6. Bidder is responsible to obtain Right of Way permits. Permit fees will be waived by Park City.

BID SCHEDULE D: CRACK SEAL 2022

In compliance with Park City Design Standards, Construction Specification and Standards Drawings Section 551 and general guidelines to bidders, sealant must be **Craftco** or **Maxwell** or an approved equal and must meet or exceed Federal Standard ASTM D 3405. Crack seal work shall consist of routing, cleaning, and drying cracks and sealing them with material outlined in specification above.

| ITEM DESCRIPTION OF WORK NO. | TONS | UNIT COST | PRICE |
|--------------------------------|-----------|---------------------|----------------------|
| 1. Crack Sealing streets/Paths | <u>33</u> | \$ <u>3,309.727</u> | \$ <u>109,220.99</u> |

BID SCHEDULE – D **TOTAL \$ 109,220.99**

Note: See Appendix A for schedule of Crack Seals.

1. All new cracks .125 inch or greater are to be routed a minimum of .50 inch wide and .75 inch deep prior to application of crack seal.
2. All traffic control is to be supplied by contractor, such as signs and flaggers, to be utilized in all locations work is being performed according to MUTCD standards.
3. Contractor is required to clean all debris generated from routing and crack seal installation upon completion of each street.
4. The smallest size application cup is required that will adequately fill the crack without overflowing material. Crack sealant material shall only be applied to cracks.
5. Cost of crack seal including routing, blowing, drying, sweeping, and cleaning bid per ton.
6. Bidder is responsible to obtain Right of Way permits. Permit fees will be waived by Park City.

*Park City Municipal reserves the right to add or delete quantities to meet budgeted amounts.

By: _____ Date: 04/19/2022
 Print Name: Josh Callister Title: Estimator / Project Manager
 Company: Morgan Pavement Maintenance

BID BOND

Date Bond Executed April 19, 2022 Principal Morgan Pavement Maintenance Surety _____
Atlantic Specialty Insurance Company Sum of Bond Five Percent of Bid Date
of Bid April 19, 2022

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the Owner herein known as the obligee, in the sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated as shown above, for:
NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal shall execute a contract as specified and give construction bond to be approved by the obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the principal, then this obligation shall be null and void. However, if said principal shall fail to execute a contract as specified and give full construction bond, approved by the obligee, within ten (10) days of being notified of award of contract, then this bond shall be forfeited in full to obligee.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

INDIVIDUAL OR PARTNERSHIP _____ Morgan Pavement Maintenance
PRINCIPAL Corporate Principal

625 South Main Street, Clearfield, UT 84015
Business Address


By

VP/CFO
Title

Note: If cash, certified or cashier's check is used in lieu of bid bond, a certificate from an approved surety company guaranteeing execution of a full performance bond must accompany bid.

605 North Highway 169, Suite 800, Plymouth, MN 55441
Business Address



Keller Jensen Attorney in Fact
By Title

Atlantic Specialty Insurance Company

Keller Jensen
Attorney-in-Fact

STATE OF UTAH)
County of Davis)

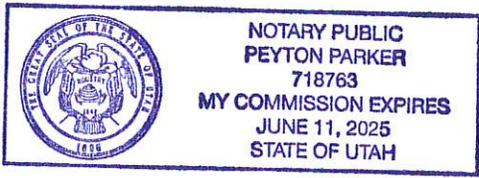
Keller Jensen, being first duly sworn, on oath deposes and says that he is the Attorney-in-Fact of the above-named Surety Company, and that he is duly authorized to execute and deliver the foregoing obligations; that said company is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings, and obligations.

Subscribed and sworn to before me this 18 day of April, 2022.

Keller Jensen
Attorney-in-Fact

My Commission Expires June 11, 2025

Notary Public Peyton Parker



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Todd Chapman, Keller Jensen**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

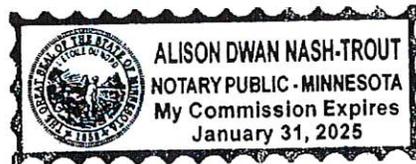
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 19 day of April, 2022.

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary

Wasatch Paving Bid Packet

BID PROPOSAL

To the Owner

The undersigned states and warrants that Contractor has carefully examined the plans, specifications, form of contract, form of bond, instructions and other contract papers relating to the construction for which this proposal is made, and that Contractor has examined the site of the work and has given attention to and carefully considered all of the matters which affect the nature and the cost of construction and its several parts.

If this proposal, as given on the attached Bid Schedule, is accepted, the undersigned will, within ten (10) days after notice thereof, in writing, by the owner, furnish a construction bond in accordance with the form of bond herewith attached, for the full amount of the total bid price, correctly computed from the unit prices bid, and executed in favor of the Owner by WPM surety, whose address is:

_____ and will sign and execute the accompanying form of construction contract.

Name of Bidder, Construction Contractor: Wasatch Daving

Contractor State & License No.: 1303544-5501-2019.1210

Signature of Representative: _____

Position of Representative: VP

Bidder's Mailing Address: 1471 E Little Sweden RD

Bidder's Street Address: Heber

City, State, & Zip Code: Heber, UT 84032

Phone/Fax: _____

Signature Acknowledging Receipt of:

- Amendment No. 1. _____
- Amendment No. 2. _____
- Amendment No. 3. _____

Date 4-19-22

A bid may be considered invalid if the Bidder fails to completely fill out and sign both the Bid Proposal and proper Bid Schedule.

BID SCHEDULE B: SEALCOAT BIKE PATHS 2022

In compliance with Park City Design Standards, Construction Specification and Standards Seal Coating work shall consist of: Tuffcoat Sealcoat P+ Coating, protecting crosswalks, meter lids, survey monuments, manhole lids, etc. by covering prior to installation of slurry, and cleaning, drying and sealing with material.

| ITEM DESCRIPTION OF WORK NO. | QUANTITY | UNIT COST | PRICE |
|------------------------------|----------------------|----------------|---------------------|
| 1. Sealcoat Bike Paths | <u>15.778 sq.vrd</u> | <u>\$ 1,35</u> | <u>\$ 21,300.30</u> |
| BID SCHEDULE – B | | TOTAL | <u>\$ 21,300.30</u> |

Note: See Appendix A for schedule of Tuffcoat Sealcoat P+ Coating.

1. All seal coating areas with striping or crossings shall be marked for future striping to be completed by owner.
2. All water, meter, survey, storm drain inlets, and manhole lids shall be protected from slurry prior to application. Protection covers shall be removed when Seal Coating is dry.
3. Contractor is responsible that application area is cleaned and free from all debris and vegetation.
4. All adjacent homeowners / businesses/ trail users shall receive two (2) notices of work to be completed; a seven (7) day advanced notice followed by a twenty-four (24) hour notice. All notices must be approved by the Project Manager prior to distribution.
5. All pedestrian traffic and vehicular traffic control is to be supplied by contractor such as signs

and flaggers to be utilized in all locations work is being performed according to MUTCD standards.
6. Bidder is responsible to obtain Right of Way permits. Permit fees will be waived by Park City.
7. Application Rate: Two (2) separate application coats are required. First application = Approximately 48-52 square feet per gallon Second application = Approximately 48-52 square feet per gallon

**BID SCHEDULE C:
STREET OVERLAYS, ROTOMILLING AND UTILITY ADJUSTMENTS 2022**

| ITEM NO. | DESCRIPTION OF WORK | QUANTITY | UNIT COST | PRICE |
|----------|--|-----------------------|----------------|----------------------|
| 1. | Overlay streets to conform with 2007 APWA Specifications. Reference APWA 2007. 32-12-03 PG 58-28, 32-12-05 Maximum of 15% RAP by weight 32-12-05 DM-1/2, Medium Traffic Classification 32-12-16 (Rice Method) | <u>5,259 Tons</u> | \$ <u>92</u> | \$ <u>483,828.00</u> |
| 2. | Rotomilling to conform with Specifications and depth required to deliver milling across roadway so that surface remaining has a consistent and continuous cross fall, longitudinally and transversely. Millings from pavement overlay work shall become property of the contractor at the time of milling. | <u>378,463 Sq. Ft</u> | \$ <u>.204</u> | \$ <u>75,692.60</u> |

Lower and /or readjust manholes, monument markers, and water valves in compliance with Park City Design Standards, Construction Specifications and Standard Drawings Section 551, placement and adjustment of new and existing utility structures to finish grade per Snyderville Basin Water Reclamation District Construction Specification for manholes.
(See SBWRD revised detail MH-09)

| ITEM NO. | DESCRIPTION OF WORK | QUANTITY | UNIT COST | PRICE |
|----------|--------------------------|------------|---------------|------------------|
| 3. | <u>Lowering Utility</u> | | | |
| | Manhole | <u>78</u> | \$ <u>650</u> | \$ <u>50,700</u> |
| | Water valve/monument | <u>113</u> | \$ <u>500</u> | \$ <u>56,500</u> |
| 4. | <u>Raising/adjusting</u> | | | |
| | Manhole | <u>78</u> | \$ <u>750</u> | \$ <u>58,500</u> |
| | Water valve/monument | <u>113</u> | \$ <u>600</u> | \$ <u>67,800</u> |

Total Utility Adjustments Price \$ 233,500.00

BID SCHEDULE - C TOTAL \$ 793,020

NOTE: See Appendix A for Street Overlays/Milling/Utility Adjustments

1 The quantities given are estimates for the purpose of comparing bids. Payment to the contractor will be made only for actual quantities of work performed.

- 2 Estimated ten (10) working days to complete milling and overlay work. Work is scheduled to begin on July 7, 2022. Consideration will be given for weather delays.
 - 3 The streets May be uneven and require more or less tonnage to achieve a quality, smooth, and compacted overlay.
 - 4 Bidder is responsible for traffic control devices, signs, barricades, and flagger to be utilized in all locations work is being performed according to MUTCD standards.
 - 5 **Edge Milling:** One to two-inches (1"-2") of existing asphalt feathered out to nothing seven feet (7') adjacent to each curb and across road intersections.
 - 6 **Profile Milling:** The standard roadway cross slope is two percent (2%) down from crown to gutter line or edge of pavement. Cross slopes May be adjusted when it is necessary to provide a smooth transition a minimum of two percent (2%) and a maximum of four percent (4%).
 - 7 Millings from pavement overlay work shall become the property of the contractor at the time of milling.
 - 8 Prior to milling, verify alignment of all valve boxes and manholes. Submit list of needed repairs and related costs to realign and repair all valve boxes as needed.
 - 9 Lowering of utilities in conjunction with Rotomilling. Readjustment is scheduled following completion of pavement overlay and must be completed by August 4, 2022.
 - 10 All approved realignments or repairs shall be completed prior to paving. Only height adjustments are allowed after paving.
 - 11 All grade rings and joints and housings are to be sealed.
 - 12 Concrete cement fills to be used on adjustment.
 - 13 All adjustments are to be set .50 inches below finish grade.
 - 14 Grade ring shall be CRETEX MANHOLE RINGS furnished by contractor.
 - 15 All manhole inverts, valves, and monuments shall be washed and vacuumed upon completion of each adjustment.
 - 16 Bidder is responsible for traffic control devices, signs, barricades, and steel plates where necessary according to MUTCD standards.
 - 17 Bidder is responsible to obtain Right of Way permits. Permit fees will be waived by Park City.
 - 18 Bidder is responsible to make every attempt to minimize the tracking of tack oil and asphalt tar onto non-paved streets and crosswalks. Contractor will mitigate tracking problems promptly if they do occur.
- * Park City Municipal reserves the right to add or delete quantities to meet budgeted amounts.

By: Wasatch paving
 Print Name: Jeremy S Kade
 Company: Wasatch paving

Date: 4-19-22
 Title: UP

SUBCONTRACTORS

Item

Firm

Utility Adjustments Wpi

~~Base~~ Traffic Control Baracade Services

CASHIER'S CHECK

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK



9529507282
1221

Date 04/19/2022
Void after 7 years

Remitter: WASATCH PROPERTY MAINTENANCE INC/W SCOTT KEELE PRES/DANA H K
EELE AGENT

Pay To The Order Of: PARK CITY MUNICIPAL

Pay: ONE THOUSAND SIXTY SIX DOLLARS AND 00 CENTS

\$** 1,066.00 **

Drawer: JPMORGAN CHASE BANK, N.A.

Rebecca Griffin

Rebecca Griffin, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Phoenix, AZ

Do not write outside this box

Memo: -----
Note: For information only. Comment has no effect on bank's payment.



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