

**Interlaken Town Council Regular Meeting Agenda**  
**Tuesday, 18 November 2025, 7:00 PM – 7:45 PM**  
**Meeting Conducted Remotely with Zoom Video Conferencing Software**

Zoom Meeting ID: 516 337 9977

Password: 84049

Zoom Meeting Link

<https://us02web.zoom.us/j/5163379977?pwd=QJINT3loV3J4Nm83TFJOdGVVSUE1ldz09>

Meeting will also be held at the Interlaken Town Pumphouse  
326 Luzern Rd., Midway

- 1. Call to Order**
- 2. Roll Call**
- 3. Presentations:** None
- 4. Public Comment:** Comments will be taken by the Town Council on any non-agenda items. Comments are limited to four minutes per speaker. The Council may or may not respond to non-agenda issues brought up under public comment. Those wishing to comment should stand, state their full name and address, whom they represent, and the subject matter to be addressed. Total time allocated to public comments will be no more than twenty minutes.
- 5. Approval of Agenda or Changes**
- 6. Approval of 10/08/2025 Council Regular Meeting Minutes**
- 7. Elections 2025** – Election Report and Certification of Results
- 8. Financial Reporting**  
+ FY2026 Revenue & Expenses Reporting
- 9. Building Permit Update and Planning Commission Status**
  - a. Active Building Permit Reporting
  - b. Planning Commission – land use code review
  - c. Membership status
- 10. Other Business**
- 11. Council Comments**
- 12. Adjournment**

**Interlaken Town Council Regular Meeting Minutes**  
**Tuesday, 18 November 2025, 7:02 PM – 7:34 PM**  
**Meeting Conducted Remotely with Zoom Video Conferencing Software**

Zoom Meeting ID: 516 337 9977

Password: 84049

Zoom Meeting Link

<https://us02web.zoom.us/j/5163379977?pwd=QIJNT3loV3J4Nm83TFJlOEdGVSVUE1ldz09>

Meeting was also be held at the Interlaken Town Pumphouse  
326 Luzern Rd., Midway

**1. Call to Order** - Mayor Harrigan called the meeting to order at 7:02 pm

**2. Roll Call**

Greg Harrigan, Mayor

Sue O’Nan, Council Member and Treasurer

Jill Jacobson, Council Member

Erin Merryweather, Council Member – present via Zoom

Timm Dixon, Council Member

Erin Merryweather attended via Zoom, as active military duty called her out of town

**3. Presentations:** None

**4. Public Comment:** None

**5. Approval of Agenda or Changes**

**Motion:** Council Member Dixon moved to approve the agenda.

**Second:** Council Member Jacobson seconded the motion.

**Discussion:** no discussion.

**Vote:** The motion was approved with the Council Members unanimously voting Aye.

**6. Approval of 10/08/2025 Council Regular Meeting Minutes**

**Motion:** Council Member Jacobson moved to approve the 10/8/25 Council Meeting Minutes.

**Second:** Council Member O’Nan seconded the motion.

**Discussion:** no discussion.

**Vote:** The motion was approved with the Council Members unanimously voting Aye.

**7. Elections 2025 – Election Report and Certification of Results**

The council proceeded as the board of canvassers to approve the election results, with all council members voting to approve the report, as presented by clerk Bart Smith. See the attached report for more information. Although present via Zoom video conferencing, Erin Merryweather was not to sign the report. She did vote in favor of the report but her signature does not appear on the report.

- Greg Harrigan was elected as mayor, for a 4-year term beginning January 1<sup>st</sup>, 2026.
- Sue O’Nan and Erin Merryweather were elected to town council, for 4-year terms beginning January 1<sup>st</sup>, 2026.

**8. Financial Reporting**

+ FY2026 Revenue & Expenses Reporting - see the attached financial reports.

**9. Building Permit Update and Planning Commission Status**

The Planning Commission was not in attendance.

## 10. Other Business

Smith presented bids for next year's budget for top-coating the town roadways. The first bid included all road surfaces in Interlaken and provided options for 2 methods of traffic control:

- All roads - full 2-lane access with limited traffic control: \$75,413.75
- All roads - limited access (single lane) with full traffic control: \$97,063.40

After further consideration with Rich Miller and Derek Becker, we decided to focus on the newly paved sections of roadway only. It's recommended that new pavement be top-coated within 2 years of installation. This reduces the cost significantly.

- Newly paved roads only - full 2-lane access with limited traffic control: \$27,622.92
- Newly paved roads only - limited access (single lane) with full traffic control: \$37,769.87

Based on past experience, it was recommended that we choose the second bid for top-coating the new roadway only, with full traffic control, at \$37,769.87. Approval of the bid would fix the price, and would not require the traffic control choice be made until next summer when the work is performed. A motion was made to approve this bid as presented.

**Motion:** Council Member O'Nan moved to approve the bid for top-coat work next summer from Eckles Paving.

**Second:** Council Member Dixon seconded the motion.

**Discussion:** no discussion.

**Vote:** The motion was approved with the Council Members unanimously voting Aye.

See the attached bids for more information.

## 11. Council Comments - None

## 12. Adjournment

Council member Jacobson moved to adjourn the meeting. Council member Dixon seconded the motion. The motion passed unanimously. The meeting was adjourned at 7:34pm. The next regular town council meeting is scheduled for Tuesday December 2, 2025, at 6:30pm via Zoom.



# ELECTION REPORT FOR INTERLAKEN TOWN

November 18, 2025

**CERTIFICATION OF THE 2025 GENERAL MUNICIPAL ELECTION RESULTS,  
HELD NOVEMBER 4, 2025**

I, Bartlett Smith, Recorder for Interlaken Town, County of Wasatch, State of Utah, do hereby certify that the following is a full, true and correct abstract of the statement of votes cast for the General Municipal Election held on November 4, 2025.

**SUMMARY**

With a total of 155 registered voters in Interlaken; 82 ballots cast; and 52.90% voter turnout, the following are the results of the 2025 Municipal Election for one 4-year term Mayoral Seat and two 4-year term Town Council Seats.

In the race for **Interlaken Town Mayor (4 Year Term), Vote for one:**

**Gregory Harrigan**, an unaffiliated candidate, received 75 votes (100.00%)

Resulting in Gregory Harrigan being elected to fill the one open seat.

In the race for **Interlaken Town Council (4 Year Term), Vote for two:**

**Erin Merryweather**, an unaffiliated candidate, received 74 votes (46.25%)

**Susan M. Onan**, an unaffiliated candidate, received 60 votes (37.50%)

**Matt Hermann**, an unaffiliated candidate, received 26 votes (16.25%)

Resulting in Erin Merryweather and Susan M. Onan being elected to fill the two open seats.

We, the Interlaken Town Board of Canvassers, hereby declare the Election Report for the 2025 Municipal Election is correct:

Approved and dated this the 18<sup>th</sup> day of November, 2025 by the Interlaken Town Board of Canvassers.

  
\_\_\_\_\_  
Greg Harrigan, Mayor

  
\_\_\_\_\_  
Council Member Susan O'Nan

  
\_\_\_\_\_  
Council Member Erin Merryweather

  
\_\_\_\_\_  
Council Member Jill Jacobson

  
\_\_\_\_\_  
Council Member Timm Dixon

ATTEST:

  
\_\_\_\_\_  
Bartlett Smith, Interlaken Town Recorder



26-320 Interlaken

STATISTICS

	TOTAL
Registered Voters - Total	155
Ballots Cast - Total	82
Ballots Cast - Blank	0
Voter Turnout - Total	52.90%

Interlaken Town Mayor

Vote For 1

	TOTAL
GREGORY HARRIGAN	75
Overvotes	0
Undervotes	7
Contest Totals	82

Interlaken Town Council

Vote For 2

	TOTAL
ERIN MERRYWEATHER	74
SUSAN M. ONAN	60
MATT HERMANN	26
Overvotes	0
Undervotes	4
Contest Totals	164

# Interlaken Town

## Statement of Assets, Liabilities, and Fund Balance

As of October 31, 2025

	TOTAL	
	AS OF OCT 31, 2025	AS OF OCT 31, 2024 (PY)
<b>ASSETS</b>		
Current Assets		
Bank Accounts		
General Fund	0.00	0.00
10000 General Fund Checking 2681 (deleted)	0.00	46,221.83
10001 General Fund Checking GVB 7730	46,091.74	0.00
10101 10101 - Water Rev Fund 2422 (deleted)	0.00	117,529.83
10102 Water Rev Fund GVB	224,366.75	0.00
10200 Building Fund 1678 (deleted)	0.00	123,695.18
10201 Building Fund GVB	154,923.34	0.00
Reserve Funds	0.00	0.00
Transportation Reserve Fund- 7854	9,063.90	0.00
10300 Transp Cap Facilities Res 4574 (deleted)	0.00	47,764.04
10301 Transp Cap Facilities Res GVB	82,009.69	0.00
<b>Total Transportation Reserve Fund- 7854</b>	<b>91,073.59</b>	<b>47,764.04</b>
Water Reserve Funds	462.46	0.00
10400 Water Sys Cap Facilities 1330 (deleted)	0.00	150,259.03
10401 Water Sys Cap Facilities GVB	152,586.89	0.00
<b>Total Water Reserve Funds</b>	<b>153,049.35</b>	<b>150,259.03</b>
<b>Total Reserve Funds</b>	<b>244,122.94</b>	<b>198,023.07</b>
<b>Total General Fund</b>	<b>669,504.77</b>	<b>485,469.91</b>
<b>Total Bank Accounts</b>	<b>\$669,504.77</b>	<b>\$485,469.91</b>
Accounts Receivable		
20000 Accounts Receivable	7,085.03	7,085.03
<b>Total Accounts Receivable</b>	<b>\$7,085.03</b>	<b>\$7,085.03</b>
Other Current Assets		
QuickBooks Tax Holding Account	719.76	0.00
<b>Total Other Current Assets</b>	<b>\$719.76</b>	<b>\$0.00</b>
<b>Total Current Assets</b>	<b>\$677,309.56</b>	<b>\$492,554.94</b>
Fixed Assets		
25900 Accumulated Depeciation	(1,810,569.72)	(1,810,569.72)
Amortizable Expenditures	0.00	0.00
26000 Bond Fees	25,000.00	25,000.00
26100 Accumulated Amortization	(23,541.67)	(23,541.67)
<b>Total Amortizable Expenditures</b>	<b>1,458.33</b>	<b>1,458.33</b>



# Interlaken Town

## Statement of Assets, Liabilities, and Fund Balance

As of October 31, 2025

	TOTAL	
	AS OF OCT 31, 2025	AS OF OCT 31, 2024 (PY)
Depreciable Assets	0.00	0.00
Property, Plant and Equipment	0.00	0.00
25000 Garbage Site	98,318.85	98,318.85
25100 Equipment	31,366.00	31,366.00
25200 Roads	705,967.00	705,967.00
25300 Water System	1,712,694.73	1,712,694.73
<b>Total Property, Plant and Equipment</b>	<b>2,548,346.58</b>	<b>2,548,346.58</b>
<b>Total Depreciable Assets</b>	<b>2,548,346.58</b>	<b>2,548,346.58</b>
<b>Total Fixed Assets</b>	<b>\$739,235.19</b>	<b>\$739,235.19</b>
Other Assets		
25400 Land	16,965.00	16,965.00
25500 Water Rights	37,508.00	37,508.00
<b>Total Other Assets</b>	<b>\$54,473.00</b>	<b>\$54,473.00</b>
<b>TOTAL ASSETS</b>	<b>\$1,471,017.75</b>	<b>\$1,286,263.13</b>
<b>LIABILITIES AND EQUITY</b>		
Liabilities		
Current Liabilities		
Accounts Payable		
30000 Accounts Payable	(502.77)	(1,864.34)
<b>Total Accounts Payable</b>	<b>\$ (502.77)</b>	<b>\$ (1,864.34)</b>
Other Current Liabilities		
30100 Road Damage Deposit	64,557.89	59,557.89
30200 Completion Deposit (refundable)	38,021.04	33,521.04
30300 Payroll Liabilities	(621.55)	(175.03)
Federal Taxes (941/943/944)	541.52	0.00
Federal Unemployment (940)	24.00	0.00
UT Unemployment Tax	18.24	0.00
<b>Total 30300 Payroll Liabilities</b>	<b>(37.79)</b>	<b>(175.03)</b>
<b>Total Other Current Liabilities</b>	<b>\$102,541.14</b>	<b>\$92,903.90</b>
<b>Total Current Liabilities</b>	<b>\$102,038.37</b>	<b>\$91,039.56</b>
Long-Term Liabilities		
Division of Finance	0.00	0.00
30400 Note Payable UT Div. of Finance	2,000.00	2,000.00
30401 Undisbursed Principal	2,526.34	2,526.34
<b>Total Division of Finance</b>	<b>4,526.34</b>	<b>4,526.34</b>
<b>Total Long-Term Liabilities</b>	<b>\$4,526.34</b>	<b>\$4,526.34</b>
<b>Total Liabilities</b>	<b>\$106,564.71</b>	<b>\$95,565.90</b>

# Interlaken Town

## Statement of Assets, Liabilities, and Fund Balance

As of October 31, 2025

	TOTAL	
	AS OF OCT 31, 2025	AS OF OCT 31, 2024 (PY)
Equity		
50000 Fund Balance	1,445,028.11	1,683,284.56
Net Income	(80,575.07)	(492,587.33)
<b>Total Equity</b>	<b>\$1,364,453.04</b>	<b>\$1,190,697.23</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$1,471,017.75</b>	<b>\$1,286,263.13</b>

# Interlaken Town

## Statement of Revenue and Expense

July - October, 2025

	TOTAL	
	JUL - OCT, 2025	JUL - OCT, 2024 (PY)
<b>Income</b>		
60200 Building Fee	12,065.08	500.00
60201 Application Fee	2,197.30	2,100.00
60202 Water connection Fee	2,300.00	700.00
60203 Road Impact Fee	5,500.00	6,500.00
<b>Total 60200 Building Fee</b>	<b>22,062.38</b>	<b>9,800.00</b>
Miscellaneous Revenue	0.00	0.00
60000 Water Revenue	1,465.80	2,909.00
60100 Summer Water overage	3,666.80	0.00
60101 Road and Transportation Revenue	7,750.35	221.37
60102 1% Sales Tax Revenue	10,500.91	9,804.18
60103 B&C Road Tax	8,413.02	14,198.71
60104 Transfer Fees	150.00	300.00
60105 Late Fees	140.00	400.00
60106 Revenue from RMA Agreement	5,840.89	0.00
60800 Interest Income	1,288.10	1,244.94
60801 Municipal Fines	0.00	4,650.00
<b>Total Miscellaneous Revenue</b>	<b>39,215.87</b>	<b>33,728.20</b>
<b>Total Income</b>	<b>\$61,278.25</b>	<b>\$43,528.20</b>
<b>GROSS PROFIT</b>	<b>\$61,278.25</b>	<b>\$43,528.20</b>
<b>Expenses</b>		
70000 Administrative Expenditures	0.00	0.00
70100 Animal Control	742.50	449.48
70101 Town Council, Commissions, Appointee Stipends	1,200.00	0.00
70102 Town Council Equip & Supplies	75.00	0.00
70103 Accounting & Bookkeeping Fees	5,867.10	4,663.95
70104 Bank Charges, Checks	(24.11)	105.16
70105 Plan Review & Inspections	5,880.00	3,375.00
70108 Town Attorney Legal Fees	1,333.44	1,738.50
70110 Office Expense	30.77	615.54
70111 Town Clerk	24,738.00	39,382.50
70114 Web Hosting & IT Service	553.96	652.52
70115 Misc. Admin Expenses	0.00	51.78
70116 Association Memberships	469.00	50.00
70117 Road Signage	0.00	1,691.31
70120 Insurance	5,476.14	4,520.40
70125 Safety and Enforcement Supplies	0.00	627.12
70130 Public Works Manager	5,320.00	0.00
<b>Total 70000 Administrative Expenditures</b>	<b>51,661.80</b>	<b>57,923.26</b>

# Interlaken Town

## Statement of Revenue and Expense

July - October, 2025

	TOTAL	
	JUL - OCT, 2025	JUL - OCT, 2024 (PY)
70303 Payroll Expenses	0.00	10,894.31
Taxes	808.94	0.00
Wages	10,496.00	0.00
<b>Total 70303 Payroll Expenses</b>	<b>11,304.94</b>	<b>10,894.31</b>
Road Maintenance Expenditures	0.00	0.00
70118 Annual DPW Site Maintenance Exp	0.00	85.41
70201 Annual Road Repair	3,080.00	2,578.37
70204 Snow Removal	0.00	26,000.00
70205 Brush Removal and Wild fire Mid	6,300.00	12,500.00
70206 Road Signage	0.00	541.20
70207 Additional Contract Services	7,455.47	2,922.40
71000 Depr. Expense-Roads	0.00	314,594.67
<b>Total Road Maintenance Expenditures</b>	<b>16,835.47</b>	<b>359,222.05</b>
Water System Expenditures	0.00	0.00
70300 Interest Expense	19.03	0.00
70301 Chemicals & Monitoring	1,795.00	345.00
70302 Meter Repair/Replacement	15,201.20	41,378.17
70304 Telemetry System	0.00	55,342.80
70305 Utilities Gas & Electric	3,412.87	3,244.44
70306 Water Share Fee & Education	0.00	499.00
70308 Water System Maint & Repair	15,666.03	7,191.84
70309 Misc. Water Expense	275.98	74.66
70310 Annual Memberships	50.00	0.00
70311 Additional Water Sys Contract S	25,631.00	0.00
<b>Total Water System Expenditures</b>	<b>62,051.11</b>	<b>108,075.91</b>
<b>Total Expenses</b>	<b>\$141,853.32</b>	<b>\$536,115.53</b>
NET OPERATING INCOME	<b>\$ (80,575.07)</b>	<b>\$ (492,587.33)</b>
NET INCOME	<b>\$ (80,575.07)</b>	<b>\$ (492,587.33)</b>

Jul-Oct		Interlaken Town Statement of Revenue and Expense									
		Jul-Oct, 2025									
		GVB 7811		GVB 7862		GVB 7854		GVB 7803		GVB 7730	
		Water Revenue		Water Reserve		Road Way Reserve		Building		General	
		Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
	<b>Revenue - All Accounts</b>										
5	Annual Wasatch County Tax Assessment									\$ 7,750	\$ 210,000
8	1% State Sales Tax (estimate)									\$ 10,501	\$ 34,000
all	Interest Income	\$ -	\$ 200	\$ 1,004	\$ 800	\$ 284	\$ 800	\$ -	\$ 150	\$ -	\$ 130
13	B&C Road Tax (estimate)									\$ 8,413	\$ 29,000
15a	Federal Grant Revenue									\$ -	\$ -
15b	State and Local Grant Revenue									\$ -	\$ -
15c	Miscellaneous Revenue									\$ 148	\$ -
15d	Fines for municipal code violations									\$ -	\$ 200
73a	Revenue From RMA Agreement & 3rd Party Contributions					\$ 5,841	\$ 18,000				
73b	Revenue from Federal & State Transportation System Grants					\$ -	\$ -				
92	Annual Water Utility Base Usage Fee	\$ 1,466	\$ 245,000								
95	Charge for Services: Metered Water (overages)	\$ 3,667	\$ 22,000								
95b	Water Billing Late Fees and Additional Administrative Fees	\$ 140	\$ 1,200								
95c	New Owner Transfer Fees	\$ 150	\$ 450								
95d	Misc. Water Revenue	\$ 0	\$ -								
150	Revenue from Federal & State Water System Grants			\$ -	\$ -						
169	Building Permit Application Fees							\$ 2,400	\$ 1,800		
170	Water Connect Fees							\$ 2,300	\$ 700		
171	Road Impact Fees							\$ 9,000	\$ 7,000		
172	Damage Deposits - Refundable							\$ 13,000	\$ 8,000		
173	Completion Deposits - Refundable							\$ 7,000	\$ 8,000		
173a	Plan Review & Inspections (Town Engineer)							\$ 11,815	\$ 19,000		
173b	Variance Application Fees							\$ -	\$ 240		
	<b>Total Revenue</b>	<b>\$ 5,423</b>	<b>\$ 268,850</b>	<b>\$ 1,004</b>	<b>\$ 800</b>	<b>\$ 6,125</b>	<b>\$ 18,800</b>	<b>\$ 45,515</b>	<b>\$ 44,890</b>	<b>\$ 26,812</b>	<b>\$ 273,330</b>
	<b>General Fund - Transfer In</b>										
19	Transfer from Building Fund (Application Fees for admin costs)									\$ -	\$ 2,000
20	Transfer from Water Revenue for Share of Admin. Expenses									\$ -	\$ 200,000
21	Transfer from Transportation Reserves for Capital expenses									\$ -	\$ -
	<b>General Fund - Transfer Out</b>										
28	Transfer of B&C Road Tax to Transportation Reserve Fund									\$ -	\$ (29,000)
29	Contribution to Capital Improvements									\$ -	\$ -
30	Transfers into Building Fund - Special Engineering Projects									\$ -	\$ -
	<b>Water Revenue Fund - Transfer In</b>										
100	Transfer from Building Fund (Water Connect Fees)	\$ -	\$ 2,300								
101	Transfer from Bond Sinking Fund for current year Water Bond payment	\$ -	\$ -								
102	Transfer from Water System Reserves for Capital Improvements	\$ -	\$ -								
	<b>Water Revenue Fund - Transfer Out</b>										
105	Transfer to Water System Reserve Capital Fund	\$ -	\$ (150,000)								
109	Transfer to General Fund for Share of Administrative expenses	\$ -	\$ (200,000)								
	<b>Transportation Reserve Fund - Transfer In</b>										
77	Trfr from General Fund of B&C Road Tax to Trans. Reserve Capital Fund					\$ -	\$ 29,000				
78	Transfer from General Fund for Capital Improvement Reserves					\$ -	\$ -				
80	Transfer from Building Fund of Road Impact Fee					\$ -	\$ 20,000				
	<b>Transportation Reserve Fund - Transfer Out</b>										
83	Transfer to General Fund for Transportation Capital Expenses					\$ -	\$ -				
	<b>Water Reserve Fund - Transfer In</b>										
154	Trfr from Water Revenue Fund to Capital Reserves			\$ -	\$ 150,000						
154a	Trfr from Water Bond Fund to Capital Reserves			\$ -	\$ -						

Jul-Oct		Interlaken Town Statement of Revenue and Expense									
		Jul-Oct, 2025									
		GVB 7811		GVB 7862		GVB 7854		GVB 7803		GVB 7730	
		Water Revenue		Water Reserve		Road Way Reserve		Building		General	
		Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
	<b>Water Reserve Fund - Transfer Out</b>										
161	Transfer to Water Revenue Fund for Capital Improvements			\$ -	\$ -						
	<b>Building Fund - Transfer In</b>										
177	Transfer from General Fund - Special Engineering Projects							\$ -	\$ -		
	<b>Building Fund - Transfer Out</b>										
180	Transfer to General Fund - Building Permit Application Fees							\$ -	\$ (2,000)		
181	Transfer to Water Revenue Fund - Water Connect Fees							\$ -	\$ (2,300)		
182	Transfer to Transportation Reserve Fund - Road Impact Fees							\$ -	\$ (20,000)		
	<b>Total Transfers Between Funds</b>	\$ -	\$ (347,700)	\$ -	\$ 150,000	\$ -	\$ 49,000	\$ -	\$ (24,300)	\$ -	\$ 173,000
	<b>General Fund Expenses</b>										
	<b>Administrative Expense</b>										
37	Town Council, Commission, Appointee Stipends									\$ (675)	\$ (5,700)
38	Town Administrator & Clerk									\$ (25,956)	\$ (105,000)
39	Association Memberships									\$ (519)	\$ (2,000)
40	Web Hosting & IT Services (WIX, GoDaddy, Zoom, Dropbox, ViaSat, Calling Post)									\$ (556)	\$ (1,500)
40a	Town Council Equipment & Supplies									\$ -	\$ (1,000)
41	Meeting Advertising									\$ -	\$ (200)
42	Bookkeeping, Accounting & CPA fees									\$ (6,540)	\$ (18,000)
43	Bank Charges, Checks									\$ 90	\$ (500)
44	Town Attorney									\$ (1,333)	\$ (10,000)
45a	Animal Control through Interlocal Agreement w/ Heber City									\$ (743)	\$ (3,000)
45b	Municipal Election Balloting & Noticing, Advertisements									\$ -	\$ (200)
46	Misc. Admin. Expenses									\$ -	\$ (1,500)
47	Insurance									\$ (5,476)	\$ (5,000)
48	Office Supplies (postage + supplies)									\$ (10)	\$ (1,500)
51	Additional Consulting Fees									\$ -	\$ (2,000)
51a	Federal IRS Taxes									\$ -	\$ (5,500)
51c	Safety and Enforcement (Wasatch County Sheriff Agreement)									\$ -	\$ (12,000)
51d	Public Works Manager									\$ (7,425)	\$ (45,000)
	<b>Total Administrative Expenses</b>									\$ (49,143)	\$ (219,600)
	<b>Annual Road Maintenance Expense from General Fund</b>										
55	Annual Road Repair & Maintenance									\$ (57,655)	\$ (85,000)
56	Additional Contract Services - Recycling, Noxious Weed Control									\$ (7,566)	\$ (10,000)
56a	Road Signage									\$ -	\$ (5,500)
57	Contract Service (Snow Removal)									\$ -	\$ (70,000)
58	Supplies - Salt, Sand, etc									\$ -	\$ -
	<b>Annual Fire Mitigation Expenses</b>										
58b	Brush Removal and other Wildfire Mitigation									\$ (14,100)	\$ (20,000)
	<b>Annual General Fund Capital Expenses</b>										
59a	Capital Equipment Investment									\$ -	\$ -
60	Capital Investment in Roads									\$ -	\$ (3,000)
	<b>DPW Expenses</b>										
60b	DPW Site Construction - Capital Investment									\$ -	\$ -
60c	Annual DPW Site Maintenance Expenses									\$ -	\$ (500)
61	<b>Total Road Maintenance, Capital Improvements, DPW Expenses</b>									\$ (79,321)	\$ (194,000)
	<b>Total General Fund Expenses</b>									\$ (128,464)	\$ (413,600)

Under budget for 1/3 of FY

Additional expense crack sealing, \$26K bringing total to \$84K

Additional fall pickup, \$6.7K bringing total to \$20.8K

Jul-Oct		Interlaken Town Statement of Revenue and Expense									
		Jul-Oct, 2025									
		GVB 7811		GVB 7862		GVB 7854		GVB 7803		GVB 7730	
		Water Revenue		Water Reserve		Road Way Reserve		Building		General	
		Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
	<b>Water Revenue Fund Expenses</b>										
	<b>Operating Expenses</b>										
116	Payroll - Water Masters	\$ (8,663)	\$ (31,500)								
117	Bank Charges, Checks	\$ -	\$ (500)								
118	Chemicals & Monitoring	\$ (1,845)	\$ (800)								
119	Telemetry System Operating Costs	\$ -	\$ (2,700)								
120	Water Share Fee, Education, etc.	\$ (44)	\$ (450)								
121	Gas Heat	\$ (110)	\$ (800)								
122	Electricity	\$ (3,329)	\$ (7,000)								
123	Payroll Taxes - Water Masters	\$ (4,802)	\$ (4,000)								
123a	Workman's Comp Insurance for Water Masters	\$ (15)	\$ (1,200)								
123b	Misc. Water Expenses	\$ (1,502)	\$ (1,500)								
	<b>Capital Investment in Water System</b>										
123f	Purchase of Generator and Installation	\$ -	\$ -								
123g	Water System Capital Upgrades, Replacements	\$ (16,751)	\$ -								
123h	Capital Equipment Investment - Water System	\$ -	\$ (1,000)								
	<b>Repair and Maintenance</b>										
125	Additional Water System Contract Services	\$ (30,265)	\$ (70,000)								
126	Annual Generator Maintenance	\$ (620)	\$ (1,700)								
126a	General Water System Maintenance & Repair	\$ (13,321)	\$ -								
	<b>Total Water Revenue Fund Expenses</b>	<b>\$ (81,266)</b>	<b>\$ (123,150)</b>								
	<b>Building Fund Expenses</b>										
187	Refunds of Damage Deposits							\$ (3,500)	\$ (8,000)		
188	Refunds of Completion Deposits							\$ (1,000)	\$ (4,000)		
188a	Plan Review & Inspections (Town Engineer)							\$ (5,880)	\$ (10,000)		
188b	Additional Contractual Services (Town Engineer)							\$ -	\$ -		
188c	Plan Review by Planning Commission							\$ -	\$ -		
	<b>Total Building Fund Expenses</b>							<b>\$ (10,380)</b>	<b>\$ (22,000)</b>		
	<b>Total Expenses (General, Water Revenue, Building)</b>	<b>\$ (81,266)</b>	<b>\$ (123,150)</b>					<b>\$ (10,380)</b>	<b>\$ (22,000)</b>	<b>\$ (128,464)</b>	<b>\$ (413,600)</b>
66	<b>General Fund Balance to be Appropriated</b>										<b>\$ (100,000)</b>
85	<b>Appropriation to Transportation Reserve Fund</b>						<b>\$ 100,000</b>				
	<b>Net Change in Balance = Revenue+Transfers+Expenses+Appropriations</b>	<b>\$ (75,843)</b>	<b>\$ (202,000)</b>	<b>\$ 1,004</b>	<b>\$ 150,800</b>	<b>\$ 6,125</b>	<b>\$ 167,800</b>	<b>\$ 35,135</b>	<b>\$ (1,410)</b>	<b>\$ (101,652)</b>	<b>\$ (67,270)</b>
	Starting Balance for Reporting Period	\$ 304,129	\$ 304,129	\$ 151,583	\$ 151,583	\$ 84,948	\$ 84,948	\$ 129,241	\$ 129,241	\$ 151,388	\$ 151,388
	Rounding Adjustment										
	<b>Ending Balance</b>	<b>\$ 228,286</b>	<b>\$ 102,129</b>	<b>\$ 152,587</b>	<b>\$ 302,383</b>	<b>\$ 91,074</b>	<b>\$ 252,748</b>	<b>\$ 164,376</b>	<b>\$ 127,831</b>	<b>\$ 49,736</b>	<b>\$ 84,118</b>

Pumphouse pump upgrade paid this FY, was planned as FY25 expense, new service at 339 Jungfrau-Pope, required shoulder work & excavation

Water System Capital Improvement plan - bid was \$67,500 - close to completion

Repair to 2 fire hydrants and valve replacement on Big Matterhorn Circle. An additional 11/12 expense for the Pope installation will add \$7,346, bringing total to \$20,667.

**Sumsion Construction L.C. DBA Eckles Paving**

PO Box 68  
Springville, UT 84663  
P-801-489-1114 F-801-489-6859



Date	Invoice #
10/21/2025	141043RP

<b>Bill To</b>
Interlaken Town Bart Smith 435-565-3812 P.O. Box 1256 Midway, UT 84049

Job Number	Terms	Due Date
BJ25102	Due on receipt	10/21/2025

Item	Description	Qty	Rate	Amount
Crackfilling	Interlaken Dr Interlaken, UT Asphalt Crackseal AA	1	26,212.00	26,212.00

**Don't be the victim of CYBER FRAUD! Our banking details will NEVER change. If you receive any correspondence requesting a change in our banking details, please call Chris Bowen at 801-489-1114 immediately.**

<b>Total</b>	\$26,212.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$26,212.00





## Interlaken Town Check Request

Complete this form and attach the invoice

### Invoice Details

**Request Date:** 11/10/25

**Invoice Date:** 10/21/25

**Payment Description:** Asphalt Crack Sealing - All Interlaken roads

**Payable To:** Sumison Construction LC DBA Eckles Paving

**Invoice #:** 141043RP

### Mailing Address (if different from invoice)

**Name:**

**Address 1:**

**Address 2:**

**City:**

**State, Zip:**

**Grand Valley Account:** General Fund - \*7730

**Total Check Amount:** \$26,212.00

### Accounting Details

**Budget Line#:**

**Budget Line Description**

**Line Item Amount**

55

Annual Road Repair & Maintenance

\$ 26,212.00

**Additional Comments:**

**Submitted By:**



## Interlaken Town Check Request

Complete this form and attach the invoice

### Invoice Details

<b>Request Date:</b>	11/3/25
<b>Invoice Date:</b>	10/8/25
<b>Payment Description:</b>	Fire Mitigation Debris Pickup
<b>Payable To:</b>	Super Dave
<b>Invoice #:</b>	808988

### Mailing Address (if different from invoice)

<b>Name:</b>	
<b>Address 1:</b>	
<b>Address 2:</b>	
<b>City:</b>	
<b>State, Zip:</b>	
<b>Grand Valley Account:</b>	General Fund - *7730
<b>Total Check Amount:</b>	\$6,700.00

### Accounting Details

Budget Line#:	Budget Line Description	Line Item Amount
58b	Brush Removal and other Wildfire Mitigation	\$ 6,700.00
<b>Additional Comments:</b>		
<b>Submitted By:</b>		



808988

Statement		DATE	TERMS
TO		Oct-6-7-8-2025	
Bart Smith Interlocken			
IN ACCOUNT WITH			
Super Dave			
1.	rent of Truck		
2.	rent of trailer		
3.	pick of branches on the side of the road		
4.	Rak and blow the road		
5.	Gas		
6.	Dump the branches #19		
7.	Labor		
CURRENT		OVER 30 DAYS	OVER 60 DAYS
TOTAL AMOUNT		\$ 6700.00	



**Jones & DeMille  
Engineering**

www.jonesanddemille.com | 800.748.5275

April 29, 2025

Bart Smith  
Town Administrator  
[admin@interlakenut.gov](mailto:admin@interlakenut.gov)

RE: Culinary Water Capital Facilities Plan – Fee Proposal - Revision 1

Dear Mr. Smith:

We appreciate the opportunity to provide a proposal for the above-referenced project. We understand that the Town is interested in seeking funding from the State to generate a capital facilities plan for the culinary water system. Michael Hartvigsen will be the appointed Project Manager for this project. He can be reached at 801-824-0053 or [Michael.h@jonesanddemille.com](mailto:Michael.h@jonesanddemille.com).

To assist the town with this project we have developed the following scope of work and associated schedule and fees:

**SCOPE OF WORK**

**Project Management:**

1. Includes contract administration, resource management and coordination, project status updates, invoicing, project closeout and miscellaneous administrative tasks.

**Geotechnical Soils Investigation:**

1. Geotechnical soils investigation for pipe corrosion potential (Atlas Technical Consultants)
  - a. Includes seven boring to a depth of 7-10'.

**Capital Facilities Plan:**

1. Topo survey of surface features (for hydraulic model and GIS mapping)
2. Onsite Investigation
3. Set up hydraulic model of water system
4. Community demographics and population analysis
5. Water rights analysis
6. Water source and storage analysis
7. Distribution system and hydraulics analysis
8. Pressure zone study for PRV operation
9. Future system demand analysis
10. Recommended improvement list with probable costs
11. Report review meetings (3 total, virtual)
12. Town Council presentation (1 total, in -person)

1535 South 100 West  
Richfield, UT 84701  
435.896.8266

50 South Main, Suite 4  
Manti, UT 84642  
435.835.4540

38 West 100 North  
Vernal, UT 84078  
435.781.1988

1675 South Highway 10  
Price, UT 84501  
435.637.8266

520 West Highway 40  
Roosevelt, UT 84066  
435.722.8267

775 West 1200 North  
Suite 200A  
Springville, UT 84663  
801.692.0219

1664 South Dixie Drive  
Building G  
St. George, UT 84770  
435.986.3622

7 South Main Street  
Suite 107/109  
Tooele, UT 84074  
435.268.8089

696 North Main Street  
PO Box 577  
Monticello, UT 84535  
435.587.9100

545 East Cheyenne Drive  
Suite C  
Evanston, WY 82930  
307.288.2005

### 13. Final report with system exhibits

#### **GIS Mapping:**

1. Set up an interactive GIS map of the water system.
  - a. GIS system can be added to include other valuable resources to the City.
2. Provide GIS training for use and operation (virtual meeting).

#### **Rate Fee Study:**

1. Rate Fee study (EFG Consulting). Recommended to determine if fees being collected are enough to maintain and replace elements of the existing system when they are needed.

#### **Asset Management Plan:**

1. Water Infrastructure Condition.
2. Asset Inventory.
3. Remaining Useful Life.
4. Life-Cycle Costs and Long-Term Budgeting.
5. Report Review Meeting (Virtual).

#### *Assumptions and Limitations:*

1. This proposal assumes that only the culinary water system will be included in the plan.
2. Topo survey is for surface features only. This will include manhole lids but not pipe invert elevations.
3. Any adjustments to the scope of work will be recorded on a project change log and evaluated for impacts to the project fee.
4. The work for this project will be completed during the 2025 calendar year. Any extensions beyond this year may require a reassessment of the project fee based on adjustments to our standard billing rates.
5. Pressure testing at hydrants would be preferable to be able to accurately calibrate the model. Testing has not been included but could be done by JDE at an hourly rate. Some communities have been able to request the fire department to pressure test the hydrants for free.
6. DDW funding will not be used for this project.
7. The Asset Management Plan will be included in the Capital Facilities Plan and will not be an individual document.
8. GIS Mapping will require Interlaken to have an ArcGIS Online “Creator” Subscription which is \$700/year and provide access to JDE to the subscription. Additional licenses are available and can be discussed, but for a community like Interlaken, we believe the “Creator” license is all that is needed.



## SCHEDULE

We will work to complete the above scope of work in a reasonable, timely manner according to the project and funding needs. Below is a summary of the anticipated project schedule based on the project milestones.

- |                                   |                        |
|-----------------------------------|------------------------|
| • Draft Capital Facilities Plan   | October 2025           |
| • Draft Asset Management Plan     | October 2025           |
| • Draft Water Conservation Plan   | November 2025          |
| • Rate Analysis                   | November/December 2025 |
| • Final completion & presentation | December 2025          |

## FEES

The foregoing scope of work for design services can be completed for a fee of **\$67,500** as detailed below. Progress payments will be invoiced monthly throughout the project. Any adjustments to the scope of work can be completed according to Jones and DeMille's standard hourly rates.

Project Management .....	\$4,500 (Lump Sum)
Geotechnical Soils Investigation.....	\$9,900 (Lump Sum)
Topo Survey.....	\$2,000 (Lump Sum)
Capital Facilities Plan .....	\$26,500 (Lump Sum)
GIS Mapping.....	\$3,800 (Lump Sum)
Rate Fee Study .....	\$12,300 (Lump Sum)
Asset Management Plan.....	\$8,500 (Lump Sum)
<b>TOTAL .....</b>	<b>\$67,500</b>




## CLOSURE

We appreciate the opportunity to work on this important project and look forward to helping you shape the quality of life of those you serve. Our team has the proven capabilities to complete this work in a timely and efficient manner. Please review this proposal and let us know if there are any questions or concerns.

Sincerely,

JONES & DeMILLE ENGINEERING, INC.



Matt Laurendeau, P.E.  
Officer Manager



COMPLETELY FILL IN ALL BLANK AREAS OF THIS CONTRACT BEFORE RETURNING FOR ACCEPTANCE



Sumsion Construction L.C.  
DBA Eckles Paving  
P.O. Box 68  
Springville, Utah 84663  
**Britton Cell Phone 801-885-1804**  
Phone 801-225-3715

Buyer/ Rep. Rich Miller  
Billing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number (435)901-2014  
E-MAIL [millerichardjoseph@gmail.com](mailto:millerichardjoseph@gmail.com)

Bid Proposal Date: 11/7/2025  
Project Address \_\_\_\_\_  
City, State, Zip Interlaken, UT  
Name Of Owner Town of Interlaken  
Job # BJ25428

### Bid Proposal

Sumsion Construction L.C., a Utah limited liability company d/b/a Eckles Paving (the "**Company**"), will furnish the materials and services described herein (collectively, the "**Services**") to the person indicated above ("**Buyer**") at the job site designated above in a commercially reasonable manner, subject to the terms and conditions set forth below and under the heading "**Terms and Conditions**." The Company will use commercially reasonable efforts to meet reasonable performance dates specified herein, if any; provided that any such dates shall be estimates only and the Company shall have no liability for failing to meet any such dates.

THE COMPANY MAY WITHDRAW THIS BID PROPOSAL, UNLESS WRITTEN ACCEPTANCE IS RECEIVED FROM BUYER WITHIN 15 DAYS OF THE BID PROPOSAL DATE SET FORTH ABOVE. TO ASSURE THAT THE SERVICES ARE SCHEDULED IN A TIMELY MANNER, PLEASE REMIT THIS SIGNED BID PROPOSAL AS SOON AS POSSIBLE.

Description of Work	Quantity	Units		Unit Price	Estimated Totals
<b><u>Full Access and Limited Traffic Control</u></b>					
Traffic Control (cones, signs, etc.)	10	EA	@	\$ 750.00	\$ 7,500.00
Clean off debris / Apply two coats of seal coat to entire indicated asphalt area	271655	SF	@	\$ 0.25	\$ 67,913.75
<b>TOTAL</b>					<b>\$ 75,413.75</b>
<b><u>Limited Access and Full Traffic Control</u></b>					
Traffic Control (cones, signs, flaggers, etc.)	12	EA	@	\$ 1,750.00	\$ 21,000.00
Clean off debris / Apply two coats of seal coat to entire indicated asphalt area	271655	SF	@	\$ 0.28	\$ 76,063.40
<b>TOTAL</b>					<b>\$ 97,063.40</b>

**NOTE: Price includes all discounts from 10% off flyer promotion. Pricing does not include subgrade repair unless specifically noted. Pricing is for work to be completed before October 15th without temperature restrictions (Paving starts at 7AM).**

In consideration for the Services, Buyer agrees to pay all amounts set forth above, subject to adjustment as described herein, plus any additional costs and charges that arise in the course of performing the Company's obligations hereunder; provided that the Company will use commercially reasonable efforts to give Buyer notice of such costs and charges (to the extent material) prior to the incurrence thereof.

In addition, Buyer agrees as follows: (a) to the extent any amount herein is specified as a per-unit or square foot price, Buyer acknowledges and agrees that such amount is an approximation only that that Buyer will be responsible to pay for the actual completed amount thereof (as determined by field measurement); (b) if subgrade/roadbase preparation work is done by third parties and actual depth of asphalt is greater than the depth specified above, Buyer will be billed for all overrun of roadbase/asphalt materials on a pro-rated basis in accordance with the Company's going rates; (c) the contract price is based on the estimated price of materials as of the date hereof; Buyer acknowledges and agrees that such amount is an estimate only that that Buyer will be responsible to pay for the actual cost of such materials; (d) the contract price assumes that all concrete is without rebar, and if any rebar is found, then the contract price will be increased accordingly; (e) the Services expressly exclude all dewatering and hard rock digging; provided that, if encountered, the Company may agree to perform such services on a time and materials basis; (f) no cost for bonds, permits, licenses, fees, engineering, survey, traffic control, saw cutting, sterilant, striping, asphalt removal with petromat fabric, ride spec grinding, or prime coat are included in this Bid Proposal unless specifically indicated; and (g) unless explicitly set forth above, the contract price set forth herein contemplates a single mobilization; Buyer will incur a \$1000 fee for each additional mobilization.



All invoiced amounts are due and payable, without retention or setoff, on the date of the applicable invoice (regardless of whether the Services have been

completed). Payment shall be made at the Company's principal office in Mapleton, Utah in cash or check – CREDIT AND DEBIT CARDS ARE NOT ACCEPTED. Buyer is responsible for all sales, use and excise taxes, and any similar taxes, duties, and charges of any kind imposed by any governmental authority on amounts payable by Buyer hereunder. Any amounts that remain unpaid for more than fifteen (15) days shall be deemed past due and shall accrue interest at a rate of 1.5% per month (18% per annum) until paid in full. Buyer agrees to be fully responsible for all collection, attorneys' fees, lien fees, and court costs incurred by the Company in connection with the collection of any unpaid and past due amounts, including accrued interest, whether or not legal proceedings are instituted.

Respectfully submitted by \_\_\_\_\_ Authorized Representative

Britton Jensen, Estimator

### Acceptance of Bid Proposal

The undersigned hereby (1) authorizes the Company and its representatives to perform the Services and acquire the materials described herein, (2) acknowledges and agrees that the undersigned has read, understood and agrees (on behalf of itself and Buyer) to be bound by the Terms and Conditions set forth below, and acknowledges that such Terms and Conditions are a part of this Bid Proposal and are incorporated herein, and (3) unconditionally and individually guarantees the performance of Buyer's obligations hereunder, including payment and performance of all amounts due to the Company in connection herewith, without regard to the financial status or solvency of Buyer. This signed Bid Proposal must be delivered to the Company at its principal office in Mapleton, Utah.

Buyer/Agent

Print Name \_\_\_\_\_

Buyer/Agent

Signature \_\_\_\_\_

Date \_\_\_\_\_

### Terms and Conditions

This Bid Proposal, which includes these Terms and Conditions, supersedes and replaces any and all prior or contemporaneous understandings, promises, negotiations, communications, representations, or warranties that may have been provided to Buyer, express or implied, written or oral; provided that the express terms set forth above shall prevail to the extent inconsistent with these Terms and Conditions. The Company's provision of the Services does not constitute acceptance of any of Buyer's terms and conditions set forth in a separate document and such terms and conditions do not serve to modify or amend the terms of this Bid Proposal.

**BUYER OBLIGATIONS.** Buyer will cooperate with the Company in all matters related to the Services and respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for the Company to provide the Services, and the Company shall have no liability with respect to any such direction, information, approvals, authorizations, or decisions made or provided by Buyer or its apparent representatives, regardless of any written or oral advice or representation made by the Company or its representatives with respect to the subject matter thereof. In addition to the foregoing, to the extent the Company's performance hereunder is prevented or delayed by any act or omission by Buyer or its representatives, the Company will not be liable for any costs, charges, or losses sustained or incurred by Buyer, directly or indirectly, in connection with such prevention or delay.

**PROJECT PLANS/SPECIFICATIONS.** To the extent the project for which the Services are rendered is described in any plans and/or specifications, Buyer represents and warrants that Buyer has provided all such plans and/or specifications to the Company. Buyer acknowledges that any change to such plans and/or specifications (or the provision of plans/specifications not otherwise contemplated hereby) may result in an adjustment to the contract price set forth herein and Buyer agrees to promptly execute all change orders prepared by the Company reflecting such changes and/or price adjustments as a condition of the Company's continued provision of the Services. Notwithstanding anything to the contrary, Buyer acknowledges and agrees that the Company is not an engineering firm and is not responsible for engineering-related liabilities and that Buyer is responsible to acquiring qualified third-party engineering services in connection with the Services.

**OPTION TO SUBCONTRACT.** Company may, without Buyer's consent, utilize agents or subcontractors in connection with the performance of the work.

**CHANGES.** Except as otherwise set forth herein, any modification to the Services as described herein that increase the contract price or other costs must be approved by the Company in writing (which approval will not be unreasonably withheld) and such increased price and/or costs shall be invoiced to Buyer. Any change that may result in the reduction of Services, and any corresponding reduction to the contract price, will be negotiated in good faith by the parties; provided that Buyer will be responsible to pay for all materials acquired by the Company in connection with the Services.

**DELAYS.** The Company shall not be responsible for any delays in the performance of the Services or damage to materials due to labor disputes, weather (additional charges will apply for cold weather paving after October 15th), shortages in material, equipment or labor, acts of God or any other cause beyond the Company's reasonable control. In the event of any such delay, and to the extent reasonably possible, the Company shall complete the Services at the next available opportunity. In the event the Company elects not to perform any further Services as a result of such delay, Buyer shall pay the Company for that portion of the Services rendered prior to the occurrence of such delay, and the Company shall otherwise be fully relieved of all of its duties and responsibilities hereunder without liability to Buyer. Without limiting the foregoing, (a) if the Company is unable to begin performance of the Services on the scheduled date due to the action or inaction of Buyer or its representatives, the entire contract amount set forth herein shall be immediately due and payable, and (b) delays otherwise caused by Buyer or its representatives, directly or indirectly, shall result in all amounts accrued hereunder as of the date thereof to be immediately due and payable.

**UTILITIES.** Buyer is solely responsible for locating, disconnecting, and capping off all utilities prior to the Company's provision of the Services. The Company is not responsible for damage to any utilities.

**PREMISES.** Buyer represents and warrants that Buyer either is the owner of the premises where the Services will be rendered or has written authorization from the owner thereof and authority approve this Bid Proposal. Buyer shall be responsible to direct the Company's representatives as to proper ingress and egress of such premises. To the extent that such direction is followed or no direction is given, the Company shall not be responsible for any damage to such premises or adjacent property, including damage to curbs, gutters and sidewalks. The Company will charge Buyer an additional \$75 per vehicle located on such premises that the Company is required to tow or relocate in order to perform the Services. BUYER WILL BE SOLELY LIABLE FOR ANY DAMAGE TO SUCH VEHICLES OR SURROUNDING PROPERTY.

**TIME OF PERFORMANCE.** Unless otherwise specified above, the Services shall be performed Monday through Friday, excluding holidays, during customary daytime hours.

**PERMITS.** The Company is not responsible to acquire any permits relating to the Services. Buyer is responsible for timely acquiring all such permits and all costs incurred by the Company in connection with Buyer's failure to properly obtain all such permits.

**LIMITED WARRANTY.** Limited warranty. Eckles Paving hereby warrants materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. Written notice of any defect in the materials and/or workmanship of the Company or nonconformity with the terms of this Bid Proposal must be given to the Company at its address set forth above not later than five (5) days after the completion of the Services. Failure to provide such written notice within such 5-day period shall constitute an unconditional waiver of any such defect or nonconformity. Buyer's sole remedy in connection with the foregoing limited warranty shall be limited to either the repair or replacement of the defect or nonconformity or, by agreement of the parties, a credit to Buyer's account with respect thereto; provided that (a) such limited warranty shall not apply if (i) the defect or nonconformity resulted, directly or indirectly, from the actions or inactions of Buyer or any third party, (ii) proper testing is not completed on subgrade/roadbase placed by a third party, (iii) asphalt placing is done before April 15 or after October 15 of each year (or asphalt maintenance is done before May 1 or after October 1), (iv) seal coat delamination results from previous underlayment or puddling, (v) related to drainage on any overlays or (vi) spalling is caused from salting concrete surface, (vii) new concrete is driven on in less than 7 days from placement; and (b) the Company shall be allotted a reasonable amount of time to evaluate and complete any such repair or replacement. The foregoing limited warranty shall also not apply to drainage if a minimum slope of 2% is not attainable based on existing site conditions. THE FOREGOING LIMITED WARRANTY REPRESENTS THE COMPLETE WARRANTY OFFERED BY THE COMPANY. EXCEPT AS SET FORTH ABOVE, THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES OFFERED BY THE COMPANY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

**CONCRETE WARRANTY.** Limited warranty. Eckles Paving hereby warrants your concrete surface against any surface peeling or scaling that results from inferior materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. **Warranty Conditions.** The foregoing warranties are subject to the following conditions: 1. The concrete limited warranty excludes cracking. 2. This limited warranty does not cover any peeling or scaling that results from use of chemicals or deicers. 3. The concrete limited warranty excludes any variations of color in the finished surface. Extenders and additives that are incorporated into mixed concrete can cause some areas of the finished surface to be a darker shade than other areas. 4. The concrete limited warranty does not cover damage caused by impact or exposure or contact with any foreign substance or any other mistreatment of the surface. 5. The concrete limited warranty excludes cracking, raising, shifting or settling caused by sub surface ground conditions including underground root growth or any other subsurface issue. **Warranty Limitation.** The liability of Eckles Paving under this warranty will be limited to the repair or replacement of the defective area only. **PROPER CARE AND USE OF CONCRETE SURFACES:** It is important to care for the surface properly to ensure its longevity. The following should be observed: 1. Re-seal concrete every 2-3 years to prevent surface deterioration. Good quality sealer can be purchased at most home improvement supply stores. 2. Concrete should never be exposed to salt or other deicer chemicals. Use sand.

**LIMITATION OF LIABILITY.** WITHOUT LIMITING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL THE COMPANY BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS BID PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE CONTRACT AMOUNT SET FORTH HEREIN.

**SITE CONDITIONS.** The Company assumes no risk, and shall not be liable for, undisclosed and unforeseen conditions on the premises where the Services are rendered, including hazardous waste, soft subgrade, and/or water table problems. In addition, the Company is not responsible in any way for any (a) subgrade/roadbase placed by Buyer or any third party or the effect that unsuitable subgrade/roadbase might have on newly placed asphalt, or (b) damage to existing sprinkler lines resulting from the Services (and, in any case, the Company will not be responsible for moving such sprinkler lines prior to or in connection with the Services unless otherwise agreed in writing).

**ADA COMPLIANCE.** The Company will not be responsible, and will not assume any liability, for compliance with the Americans with Disabilities Act, as amended, unless this Bid Proposal reflects, and Buyer provides, an engineered plan that provides for a compliant layout. Except as otherwise set forth above, striping and sloping will match existing striping and sloping.

**WATER.** Buyer is responsible to provide an adequate water source at the premises. If a sufficient water source is not provided, Buyer shall be responsible for the cost of a fire hydrant meter and water used in connection therewith.

**NONSOLICITATION.** During the period commencing on the date hereof and ending one year following the completion of the Services, Buyer shall not, without the Company's prior written consent, directly or indirectly, (i) solicit or encourage any person to leave the employment or other service of the Company, or (ii) hire, on behalf of Buyer or any other person or entity, any person who has left the employment of the Company within the one year period following the completion of the Services. In the event of a breach of this provision, and recognizing that compensatory monetary damages resulting from such breach would be difficult to prove, Buyer will be liable to the Company for liquidated damages in an amount equal to such employee or service provider's compensation from the Company during the 12-month period ending on the termination of such employee's employment with or service provider's services to the Company.

**PUBLICITY.** The Company shall have the right to use Buyer's name and the Services in connection with any referral to potential customers or as examples of the Company's work product.

**NO MODIFICATION.** Except as explicitly set forth above, Buyer acknowledges and agree that (a) no agent, representative, employee or officer of the Company is authorized to waive or modify any of the terms of this Bid Proposal, and (b) no representation, promise, description of goods or services, or affirmation of fact made by an agent, representative, employee, or officer of the Company shall be effective to waive or modify any of the terms of this Bid Proposal.

**GENERAL PROVISIONS.** All matters arising out of or relating to this Bid Proposal and any goods or services relating hereto are governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any conflict of law provision. Any legal suit, action, or proceeding arising out of or relating to this proposal or the Services shall be instituted in the state or federal courts located in Utah County, Utah and each party irrevocably submits to the exclusive jurisdiction of such courts. If any term or provision of this Bid Proposal is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Bid Proposal. Any failure on the part of a party to exercise any right or to enforce any of the terms of this Bid Proposal shall not affect such party's rights nor act as a waiver with respect to other future occurrences. This Bid Proposal is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Bid Proposal. In any action or proceeding to enforce rights under this Bid Proposal, the prevailing party will be entitled to recover costs and attorneys' fees. Buyer hereby irrevocably waives the right to trial by jury in any claim arising out of or relating to this bid proposal.

## PROJECT PLAN



COMPLETELY FILL IN ALL BLANK AREAS OF THIS CONTRACT BEFORE RETURNING FOR ACCEPTANCE



Sumsion Construction L.C.  
DBA Eckles Paving  
P.O. Box 68  
Springville, Utah 84663  
**Britton Cell Phone 801-885-1804**  
Phone 801-225-3715

Buyer/ Rep. Rich Miller  
Billing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number (435)901-2014  
E-MAIL [millerichardjoseph@gmail.com](mailto:millerichardjoseph@gmail.com)

Bid Proposal Date: 11/7/2025  
Project Address \_\_\_\_\_  
City, State, Zip Interlaken, UT  
Name Of Owner Town of Interlaken  
Job # BJ25428

### Bid Proposal

Sumsion Construction L.C., a Utah limited liability company d/b/a Eckles Paving (the "**Company**"), will furnish the materials and services described herein (collectively, the "**Services**") to the person indicated above ("**Buyer**") at the job site designated above in a commercially reasonable manner, subject to the terms and conditions set forth below and under the heading "**Terms and Conditions**." The Company will use commercially reasonable efforts to meet reasonable performance dates specified herein, if any; provided that any such dates shall be estimates only and the Company shall have no liability for failing to meet any such dates.

THE COMPANY MAY WITHDRAW THIS BID PROPOSAL, UNLESS WRITTEN ACCEPTANCE IS RECEIVED FROM BUYER WITHIN 15 DAYS OF THE BID PROPOSAL DATE SET FORTH ABOVE. TO ASSURE THAT THE SERVICES ARE SCHEDULED IN A TIMELY MANNER, PLEASE REMIT THIS SIGNED BID PROPOSAL AS SOON AS POSSIBLE.

Description of Work	Quantity	Units		Unit Price	Estimated Totals
<b><u>Full Access and Limited Traffic Control</u></b>					
Traffic Control (cones, signs, etc.)	4	EA	@	\$ 750.00	\$ 3,000.00
Clean off debris / Apply two coats of seal coat to entire indicated asphalt area	87939	SF	@	\$ 0.28	\$ 24,622.92
			<b>TOTAL</b>		<b>\$ 27,622.92</b>
<b><u>Limited Access and Full Traffic Control</u></b>					
Traffic Control (cones, signs, flaggers, etc.)	5	EA	@	\$ 1,750.00	\$ 8,750.00
Clean off debris / Apply two coats of seal coat to entire indicated asphalt area	87939	SF	@	\$ 0.33	\$ 29,019.87
			<b>TOTAL</b>		<b>\$ 37,769.87</b>

**NOTE: Price includes all discounts from 10% off flyer promotion. Pricing does not include subgrade repair unless specifically noted. Pricing is for work to be completed before October 15th without temperature restrictions (Paving starts at 7AM).**

In consideration for the Services, Buyer agrees to pay all amounts set forth above, subject to adjustment as described herein, plus any additional costs and charges that arise in the course of performing the Company's obligations hereunder; provided that the Company will use commercially reasonable efforts to give Buyer notice of such costs and charges (to the extent material) prior to the incurrence thereof.

In addition, Buyer agrees as follows: (a) to the extent any amount herein is specified as a per-unit or square foot price, Buyer acknowledges and agrees that such amount is an approximation only that that Buyer will be responsible to pay for the actual completed amount thereof (as determined by field measurement); (b) if subgrade/roadbase preparation work is done by third parties and actual depth of asphalt is greater than the depth specified above, Buyer will be billed for all overrun of roadbase/asphalt materials on a pro-rated basis in accordance with the Company's going rates; (c) the contract price is based on the estimated price of materials as of the date hereof; Buyer acknowledges and agrees that such amount is an estimate only that that Buyer will be responsible to pay for the actual cost of such materials; (d) the contract price assumes that all concrete is without rebar, and if any rebar is found, then the contract price will be increased accordingly; (e) the Services expressly exclude all dewatering and hard rock digging; provided that, if encountered, the Company may agree to perform such services on a time and materials basis; (f) no cost for bonds, permits, licenses, fees, engineering, survey, traffic control, saw cutting, sterilant, striping, asphalt removal with petromat fabric, ride spec grinding, or prime coat are included in this Bid Proposal unless specifically indicated; and (g) unless explicitly set forth above, the contract price set forth herein contemplates a single mobilization; Buyer will incur a \$1000 fee for each additional mobilization.



All invoiced amounts are due and payable, without retention or setoff, on the date of the applicable invoice (regardless of whether the Services have been completed). Payment shall be made at the Company's principal office in Mapleton, Utah in cash or check – CREDIT AND DEBIT CARDS ARE NOT ACCEPTED. Buyer is responsible for all sales, use and excise taxes, and any similar taxes, duties, and charges of any kind imposed by any governmental authority on amounts payable by Buyer hereunder. Any amounts that remain unpaid for more than fifteen (15) days shall be deemed past due and shall accrue interest at a rate of 1.5% per month (18% per annum) until paid in full. Buyer agrees to be fully responsible for all collection, attorneys' fees, lien fees, and court costs incurred by the Company in connection with the collection of any unpaid and past due amounts, including accrued interest, whether or not legal proceedings are instituted.

Respectfully submitted by \_\_\_\_\_ Authorized Representative  
 Britton Jensen, Estimator

### Acceptance of Bid Proposal

The undersigned hereby (1) authorizes the Company and its representatives to perform the Services and acquire the materials described herein, (2) acknowledges and agrees that the undersigned has read, understood and agrees (on behalf of itself and Buyer) to be bound by the Terms and Conditions set forth below, and acknowledges that such Terms and Conditions are a part of this Bid Proposal and are incorporated herein, and (3) unconditionally and individually guarantees the performance of Buyer's obligations hereunder, including payment and performance of all amounts due to the Company in connection herewith, without regard to the financial status or solvency of Buyer. This signed Bid Proposal must be delivered to the Company at its principal office in Mapleton, Utah.

Buyer/Agent

Print Name

Buyer/Agent

Signature

Date

### Terms and Conditions

This Bid Proposal, which includes these Terms and Conditions, supersedes and replaces any and all prior or contemporaneous understandings, promises, negotiations, communications, representations, or warranties that may have been provided to Buyer, express or implied, written or oral; provided that the express terms set forth above shall prevail to the extent inconsistent with these Terms and Conditions. The Company's provision of the Services does not constitute acceptance of any of Buyer's terms and conditions set forth in a separate document and such terms and conditions do not serve to modify or amend the terms of this Bid Proposal.

**BUYER OBLIGATIONS.** Buyer will cooperate with the Company in all matters related to the Services and respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for the Company to provide the Services, and the Company shall have no liability with respect to any such direction, information, approvals, authorizations, or decisions made or provided by Buyer or its apparent representatives, regardless of any written or oral advice or representation made by the Company or its representatives with respect to the subject matter thereof. In addition to the foregoing, to the extent the Company's performance hereunder is prevented or delayed by any act or omission by Buyer or its representatives, the Company will not be liable for any costs, charges, or losses sustained or incurred by Buyer, directly or indirectly, in connection with such prevention or delay.

**PROJECT PLANS/SPECIFICATIONS.** To the extent the project for which the Services are rendered is described in any plans and/or specifications, Buyer represents and warrants that Buyer has provided all such plans and/or specifications to the Company. Buyer acknowledges that any change to such plans and/or specifications (or the provision of plans/specifications not otherwise contemplated hereby) may result in an adjustment to the contract price set forth herein and Buyer agrees to promptly execute all change orders prepared by the Company reflecting such changes and/or price adjustments as a condition of the Company's continued provision of the Services. Notwithstanding anything to the contrary, Buyer acknowledges and agrees that the Company is not an engineering firm and is not responsible for engineering-related liabilities and that Buyer is responsible to acquiring qualified third-party engineering services in connection with the Services.

**OPTION TO SUBCONTRACT.** Company may, without Buyer's consent, utilize agents or subcontractors in connection with the performance of the work.

**CHANGES.** Except as otherwise set forth herein, any modification to the Services as described herein that increase the contract price or other costs must be approved by the Company in writing (which approval will not be unreasonably withheld) and such increased price and/or costs shall be invoiced to Buyer. Any change that may result in the reduction of Services, and any corresponding reduction to the contract price, will be negotiated in good faith by the parties; provided that Buyer will be responsible to pay for all materials acquired by the Company in connection with the Services.

**DELAYS.** The Company shall not be responsible for any delays in the performance of the Services or damage to materials due to labor disputes, weather (additional charges will apply for cold weather paving after October 15th), shortages in material, equipment or labor, acts of God or any other cause beyond the Company's reasonable control. In the event of any such delay, and to the extent reasonably possible, the Company shall complete the Services at the next available opportunity. In the event the Company elects not to perform any further Services as a result of such delay, Buyer shall pay the Company for that portion of the Services rendered prior to the occurrence of such delay, and the Company shall otherwise be fully relieved of all of its duties and responsibilities hereunder without liability to Buyer. Without limiting the foregoing, (a) if the Company is unable to begin performance of the Services on the scheduled date due to the action or inaction of Buyer or its representatives, the entire contract amount set forth herein shall be immediately due and payable, and (b) delays otherwise caused by Buyer or its representatives, directly or indirectly, shall result in all amounts accrued hereunder as of the date thereof to be immediately due and payable.

**UTILITIES.** Buyer is solely responsible for locating, disconnecting, and capping off all utilities prior to the Company's provision of the Services. The Company is not responsible for damage to any utilities.

**PREMISES.** Buyer represents and warrants that Buyer either is the owner of the premises where the Services will be rendered or has written authorization from the owner thereof and authority approve this Bid Proposal. Buyer shall be responsible to direct the Company's representatives as to proper ingress and egress of such premises. To the extent that such direction is followed or no direction is given, the Company shall not be responsible for any damage to such premises or adjacent property, including damage to curbs, gutters and sidewalks. The Company will charge Buyer an additional \$75 per vehicle located on such premises that the Company is required to tow or relocate in order to perform the Services. BUYER WILL BE SOLELY LIABLE FOR ANY DAMAGE TO SUCH VEHICLES OR SURROUNDING PROPERTY.

**TIME OF PERFORMANCE.** Unless otherwise specified above, the Services shall be performed Monday through Friday, excluding holidays, during customary daytime hours.

**PERMITS.** The Company is not responsible to acquire any permits relating to the Services. Buyer is responsible for timely acquiring all such permits and all costs incurred by the Company in connection with Buyer's failure to properly obtain all such permits.

**LIMITED WARRANTY.** Limited warranty. Eckles Paving hereby warrants materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. Written notice of any defect in the materials and/or workmanship of the Company or nonconformity with the terms of this Bid Proposal must be given to the Company at its address set forth above not later than five (5) days after the completion of the Services. Failure to provide such written notice within such 5-day period shall constitute an unconditional waiver of any such defect or nonconformity. Buyer's sole remedy in connection with the foregoing limited warranty shall be limited to either the repair or replacement of the defect or nonconformity or, by agreement of the parties, a credit to Buyer's account with respect thereto; provided that (a) such limited warranty shall not apply if (i) the defect or nonconformity resulted, directly or indirectly, from the actions or inactions of Buyer or any third party, (ii) proper testing is not completed on subgrade/roadbase placed by a third party, (iii) asphalt placing is done before April 15 or after October 15 of each year (or asphalt maintenance is done before May 1 or after October 1), (iv) seal coat delamination results from previous underlayment or puddling, (v) related to drainage on any overlays or (vi) spalling is caused from salting concrete surface, (vii) new concrete is driven on in less than 7 days from placement; and (b) the Company shall be allotted a reasonable amount of time to evaluate and complete any such repair or replacement. The foregoing limited warranty shall also not apply to drainage if a minimum slope of 2% is not attainable based on existing site conditions. THE FOREGOING LIMITED WARRANTY REPRESENTS THE COMPLETE WARRANTY OFFERED BY THE COMPANY. EXCEPT AS SET FORTH ABOVE, THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES OFFERED BY THE COMPANY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

**CONCRETE WARRANTY.** Limited warranty. Eckles Paving hereby warrants your concrete surface against any surface peeling or scaling that results from inferior materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. **Warranty Conditions.** The foregoing warranties are subject to the following conditions: 1. The concrete limited warranty excludes cracking. 2. This limited warranty does not cover any peeling or scaling that results from use of chemicals or deicers. 3. The concrete limited warranty excludes any variations of color in the finished surface. Extenders and additives that are incorporated into mixed concrete can cause some areas of the finished surface to be a darker shade than other areas. 4. The concrete limited warranty does not cover damage caused by impact or exposure or contact with any foreign substance or any other mistreatment of the surface. 5. The concrete limited warranty excludes cracking, raising, shifting or settling caused by sub surface ground conditions including underground root growth or any other subsurface issue. **Warranty Limitation.** The liability of Eckles Paving under this warranty will be limited to the repair or replacement of the defective area only. **PROPER CARE AND USE OF CONCRETE SURFACES:** It is important to care for the surface properly to ensure its longevity. The following should be observed: 1. Re-seal concrete every 2-3 years to prevent surface deterioration. Good quality sealer can be purchased at most home improvement supply stores. 2. Concrete should never be exposed to salt or other deicer chemicals. Use sand.

**LIMITATION OF LIABILITY.** WITHOUT LIMITING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL THE COMPANY BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS BID PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE CONTRACT AMOUNT SET FORTH HEREIN.

**SITE CONDITIONS.** The Company assumes no risk, and shall not be liable for, undisclosed and unforeseen conditions on the premises where the Services are rendered, including hazardous waste, soft subgrade, and/or water table problems. In addition, the Company is not responsible in any way for any (a) subgrade/roadbase placed by Buyer or any third party or the effect that unsuitable subgrade/roadbase might have on newly placed asphalt, or (b) damage to existing sprinkler lines resulting from the Services (and, in any case, the Company will not be responsible for moving such sprinkler lines prior to or in connection with the Services unless otherwise agreed in writing).

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**NONSOLICITATION.** During the period commencing on the date hereof and ending one year following the completion of the Services, Buyer shall not, without the Company's prior written consent, directly or indirectly, (i) solicit or encourage any person to leave the employment or other service of the Company, or (ii) hire, on behalf of Buyer or any other person or entity, any person who has left the employment of the Company within the one year period following the completion of the Services. In the event of a breach of this provision, and recognizing that compensatory monetary damages resulting from such breach would be difficult to prove, Buyer will be liable to the Company for liquidated damages in an amount equal to such employee or service provider's compensation from the Company during the 12-month period ending on the termination of such employee's employment with or service provider's services to the Company.

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**NO MODIFICATION.** Except as explicitly set forth above, Buyer acknowledges and agree that (a) no agent, representative, employee or officer of the Company is authorized to waive or modify any of the terms of this Bid Proposal, and (b) no representation, promise, description of goods or services, or affirmation of fact made by an agent, representative, employee, or officer of the Company shall be effective to waive or modify any of the terms of this Bid Proposal.

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## PROJECT PLAN

