

SECTION 00010 – ADVERTISEMENT FOR BIDS:

- PROJECT:** LCSD Indoor Athletic Facility Remodel, located at 114 E. 1000 N. Logan UT. 84321 for Logan City School District located at 101 West Center Street, Logan, Utah 84321.
- DESCRIPTION:** Provide lump sum bids for divisions 02000 through 16000 for Construction phase as per Architectural drawings and specifications. This project will begin March 11, 2024, and will occur through September 27, 2024. **This will be a Davis/Bacon project. The current wage determination will be provided with the bidding documents.**
- TIME AND PLACE:** DWA Construction, Inc. will receive contractor and supplier bids for the project at their Corporate Office located at 76 West 2400 North P.O. Box 3448, Logan, Utah 84323 on February 28, 2024 @ 3:00 PM. Faxed or emailed bids will be accepted. Please email bids to dwanate.h@dwaconstruct.com.
- TYPE OF BID:** The package will be bid on using a Low Bid Best Value selection process.
- PRE-BID MEETING:** No pre-bid meeting will be held. Site visits will be by request only. Please contact Shane Wilde (435)760-4756 or Nate Hansen (435)760-1659 to request a site visit.
- COMPLETION LIQUIDATED DAMAGE** Liquidated damages will be assessed in the amount of \$250.00 for each calendar day that the project is delayed based on the project schedule for each trade. Construction will begin March 11, 2024, and be completed by September 27, 2024.
- BIDDING DOCUMENTS:** Bidding documents will be available February 7, 2024, at the office of **DWA Construction, Inc.**, 76 West 2400 North P.O. Box 3448, Logan, Utah 84323 in accordance with the Instructions to Bidders. Bidders will be limited to one (1) set of documents. These sets **WILL NOT** be available to keep for the duration of the bidding. No partial sets of documents will be issued. Plans will also be available for viewing at our website www.dwaconstruct.com and the following plan rooms:
1. Builders Exchange Plan Rooms
Phone: 775-329-7222 utahplanroom.com
 2. DWA Construction, Inc.: 76 West 2400 North Logan, Utah 84341 Phone: (435) 752-6860 Fax (435) 752-7606 – dwaconstruct.com
 3. Intermountain Contractor: www.construction.com/projectcenter/.
- PERFORMANCE AND PAYMENT:** Upon receipt of a contract in excess of **\$150,000.00**, the successful Contractor shall furnish to the Owner (*at the CM/Owner's option*) a 100 percent Performance and Payment Bond in accordance with the Instructions to Bidders.
- BID BONDS** Bid bonds will be required on all bids in excess of \$150,000.00.
- RIGHT TO REJECT BIDS:** DWA Construction, Inc. and the Owner reserves the right to reject any or all bids and to waive any irregularities in any bid or in the bidding.

END OF SECTION



Bid Form

LCSD – Indoor Athletic Facility Remodel

Name of Bidder _____ Date _____

To: DWA Construction, Inc., Construction Manager, Logan City School District
P. O. Box 3448 - Logan, Utah 84323-3448

The undersigned, responsive to the “**Invitation to Bid**” dated February 6, 2024, for the “**LCSD – Indoor Athletic Facility Remodel**” in accordance with the bidding instructions and information contained therein, and having examined the project site, and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of labor, hereby propose to furnish all labor, material, equipment, and supplies as required for the Work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the Work required under the contract documents of which this bid is a part:

I/We acknowledge receipt of the following Addenda: _____

For all work required by the Invitation to bid, contract documents, including addendums, and the current 2024 Cache County Wage Determination for Building Construction, I/We agree to perform for the sum of:

COMPLETE BIDS FOR LCSD INDOOR ATHLETIC FACILITY REMODEL:

Division or Specification Section(s): _____

\$ _____

_____ DOLLARS

(In case of discrepancy, written amount shall govern)



I/We guarantee that the Work will be Substantially Complete on or before on or before **September 27, 2024**, contingent upon receipt of the “Notice to Proceed” being issue by **March 1, 2024**, should I/We be the successful bidder.

This bid shall be good for 45 days after the bid opening.

The undersigned Contractor’s License Number for the State of Utah is _____

Upon the receipt of notice of acceptance of this bid, the undersigned agrees to execute the contract within five (5) days.

Respectfully submitted,

Name of Bidder

Address: _____

Authorized Signature

"General Decision Number: UT20240082 01/05/2024

Superseded General Decision Number: UT20230082

State: Utah

Construction Type: Building

County: Cache County in Utah.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

ELEC0354-004 06/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 39.00	1.3%+16.55

PLUM0140-001 08/01/2023

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 42.00	15.02

SHEE0312-002 07/01/2022

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 39.26	11.67

SUUT2012-014 07/29/2014

	Rates	Fringes
BRICKLAYER.....	\$ 22.13	1.67
CARPENTER.....	\$ 20.70	5.62
CEMENT MASON/CONCRETE FINISHER...	\$ 17.16 **	0.00
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 17.76	1.83
IRONWORKER, STRUCTURAL.....	\$ 20.21	3.22
LABORER: Common or General.....	\$ 12.69 **	0.00
LABORER: Irrigation.....	\$ 9.50 **	0.00
LABORER: Mason Tender - Brick...	\$ 16.38 **	1.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.87 **	0.14
LABORER: Pipelayer.....	\$ 13.57 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.92 **	0.00
OPERATOR: Loader.....	\$ 19.34	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 15.33 **	0.00
ROOFER.....	\$ 15.62 **	0.00
TILE FINISHER.....	\$ 13.54 **	0.00
TILE SETTER.....	\$ 23.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.24	2.39

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



Invitation to Bid

February 6, 2024

ATTN: ESTIMATOR

PROJECT: **Logan City School District
Indoor Athletic Facility Remodel
114 East 1000 North
Logan, Utah 84321**

BID DUE: **02/28/2024 @ 3:00 PM**
Please bid to us by 1:00 PM
This project is Tax Exempt
This project will be a Davis/Bacon Project

SPECIAL INSTRUCTIONS

DWA Construction, Inc., as CM/GC on the above referenced project, invite your firm to participate with us in bidding this project. Bidding documents are available at the locations shown below - please reserve ahead of time. You may fax (435-752-7606) or email (dwanate.h@dwaconstruct.com) bids to our office.

1. DWA Construction, Inc. – 76 West 2400 North – Logan, Utah – (435) 752-6860
2. DWA Construction, Inc. – Website: dwaconstruct.com
3. Builders Exchange Plan Rooms – 775-329-7222 – utahplanroom.com

Please advise us if you will or will not be submitting a bid on this project. If you have any questions concerning this project, please contact our office.

Sincerely,

Nathan Hansen
Senior Estimator
DWA CONSTRUCTION, INC

P.O. Box 3448
Logan, UT 84323-3448

www.dwaconstruct.com

Phone: 435-752-6860
Fax: 435-752-7606

SUBCONTRACT AGREEMENT

THIS SUBCONTRACT AGREEMENT (hereinafter Agreement), made at Logan, Utah, this 5th day of MARCH, 2024, by and between DWA CONSTRUCTION, INC., P.O. Box 3448, Logan, Utah 84323, hereinafter referred to as DWA, and SUBCONTRACTOR NAME: STREET ADDRESS: CITY, STATE, ZIP CODE; PHONE(000)000-0000 FAX: N/A, hereinafter referred to as the Subcontractor. DWA and Subcontractor agree as follows:

1. SCOPE OF WORK

a. The Project

LCSD INDOOR ATHLETIC FACILITY REMODEL
114 E 1000 N
LOGAN, UTAH 84321

b. The work to be performed by the Subcontractor under the terms of this Agreement consists of completing the Work (as hereinafter defined) in a manner that all components will work as intended, and furnishing, without limitation, all labor, material, supplies, tools, implements, equipment, scaffolding, permits, fees, warranties, bonds, and taxes to complete all of the following in strict accordance with all applicable drawings, plans, specifications, and contract documents:

SECTION OR DIVISION NUMBER 00 0000 – DESCRIPTION OF SCOPE OF WORK: FURNISHED AND INSTALLED COMPLETE PER PLANS AND SPECIFICATIONS

ADDENDUMS 00 ACKNOWLEDGED

PROJECT COMPLETION DATE: 09-27-24

(All items to be performed by Subcontractor as described in sections 1.b., 1.c. and 1.d. are hereafter referenced as the "Work").

Base Bid: \$ 0,000.00
Alternates: \$ _____
\$ _____

TOTAL AMOUNT: \$ 0,000.00

PROJECT IS EXEMPT FROM UTAH SALES TAX

c. Work per Contract. The Work shall be performed and completed in strict accordance with (1) the complete plans and specifications (hereinafter, the "Plans and Specifications"), as prepared by DESIGN WEST ARCHITECTS (hereinafter, "Architect") for LOGAN CITY SCHOOL DISTRICT (hereinafter, "Owner"); (2) DWA's prime contract with Owner; and (3) all documents referenced in DWA's prime contract with the Owner, including, without limitation, the Plans and Specifications and all addenda or authorized changes issued prior to the date of execution of this Agreement (hereafter collectively, the "Contract"). Subcontractor acknowledges receipt of a complete copy of the the Contract. No delineation of duties of the Subcontractor in this Agreement shall be utilized to avoid requirements of the Contract, including the Plans and Specifications, for the Work of Subcontractor.

d. Work Standard. All Work to be performed as set forth herein above shall be complete and shall be accomplished in accordance with the Plans and Specifications, the Contract, addenda, shop drawings, and Architect's directions. All Work shall be done in a workmanlike manner, shall be acceptable to DWA, and shall comply in every detail to the Owner's Plans and Specifications. In the event of any doubt or question arising between DWA and Subcontractor with respect to the Work, the decision of the Architect shall be conclusive and binding.

e. No Architect. Should there be no supervising architect over the Work, then the matter in question shall be determined as provided in Section 11 of this Agreement.

f. Submittals. Within 30 days after it signs this Agreement, Subcontractor shall issue by mail or email all required submittals to DWA, together with detailed information as to how the submittals comply with the Contract. No submittal shall be deemed accepted until signed in writing by DWA, and acceptance by DWA does not change or waive the requirement for Subcontractor to comply with the Contract, Plans and Specifications and other documents for which Subcontractor remains responsible. Any rejected submittal shall be corrected and replaced by Subcontractor within seven (7) calendar days of notice of the rejection.

2. PAYMENTS

a. Requests for Payment. DWA agrees to pay to the Subcontractor for the satisfactory completion of the Work the sum of Zero thousand Zero hundred dollars and 00 cents***** (\$0,000.00) in monthly payments of 95% of the Work performed in any preceding month, in accordance with the Request for Payment prepared by the Subcontractor and as approved by DWA and Architect, such payments to be made only as payments are received by DWA from the Owner covering the approved portion of the Subcontractor's monthly Request for Payment ("Draws"). Receipt of payment by DWA from Owner is an absolute condition precedent to any payment to Subcontractor, and payment to Subcontractor will only be made after DWA receives payment from the Owner. DWA may in its discretion make payments in the name of Subcontractor or by joint check to any employee, supplier, or subcontractors of Subcontractor (hereinafter collectively "Subs") who have furnished materials or labor to said Subcontractor as part of the Work. Subcontractor shall credit the amounts of such payments against any amounts that DWA owes or allegedly owes to Subcontractor. Subcontractor agrees to use the attached Request for Payment (Exhibit A) in all submittals for payment, and with each submittal for payment to deliver a fully executed Lien Waiver (Exhibit B for progress payments and Exhibit C for Final Payment) for the Work completed to date in accordance with the Contract, including but not limited to Lien Waivers from all material suppliers and Subs, at all tiers. DWA may modify the form of the Request for Payment and Lien Waivers as needed in its sole discretion.

b. Documentation and Verification. DWA shall have the right to request underlying documentation to support any Request for Payment submitted by Subcontractor to DWA. Upon such request, Subcontractor shall provide the underlying documents that justify the costs set forth in the Request for Payment. DWA also has the right, and Subcontractor hereby authorizes DWA, to communicate with any Subs, suppliers and employees regarding the status of Subcontractor's accounts with respect to the Work, and Subcontractor authorizes all Subs, suppliers and employees to disclose the requested information to DWA.

c. Timing. Draw requests must be submitted and received by DWA by the 25th of each month. Payment to the Subcontractor will be made for completed, acceptable Work no later than thirty (30) days after the corresponding payment has been received by DWA from Owner.

d. No Request for Payment. In the event the Subcontractor does not submit to DWA such Request for Payment prior to the date of submission of DWA's monthly Draw to Owner, then DWA may include in its monthly Draw to the Owner for work performed during the preceding month such amount as it shall deem proper for the Work of the Subcontractor for the preceding month, and the Subcontractor agrees to accept such approved portion thereof as its regular monthly payment, as described above, subject to all other terms of this Agreement.

e. Fiduciary Duty. The Subcontractor agrees that any funds received for the performance of the Work under this Agreement shall be used exclusively for labor, materials, and equipment furnished as part of the Work, that the Subcontractor has a fiduciary responsibility with respect to these funds, and that these funds will not be diverted to satisfy obligations the Subcontractor may have under any other contracts, debts, liabilities or obligations unrelated to the Work.

f. Withheld/Offset Payments. DWA may withhold a monthly payment and/or final payment to such extent as may be necessary in the exercise of DWA's discretion to protect DWA from loss for which the Subcontractor is responsible, including but not limited to, loss resulting from defective Work or untimely Work, third party claims, failure of Subcontractor to pay employees or suppliers, incomplete Requests for Payment, failure to submit required documentation, or the filing of any payment bond claim, mechanics lien, lis pendens or related claims. If Subcontractor has unfulfilled obligations to DWA on other projects, DWA may exercise a right of offset of sums from other projects due to DWA from Subcontractor against any payment due Subcontractor for the Work.

g. Extra Work. If Subcontractor performs extra work or changes to the Work without receiving a written Change Order prior to the execution of such Work, DWA shall be under no obligation to compensate the Subcontractor for such work.

h. Final Payment and Warranty. Before final payment is made, the Subcontractor agrees to execute to DWA and/or the Owner a written final lien waiver (together with final lien waivers from all material suppliers and Subs) and/or lien releases, if necessary, and a written guarantee for its Work, agreeing to make good without cost to the Owner or DWA any and all defects due to imperfect workmanship and/or materials which may appear within the period so established in the Contract; and if no such period be stipulated in the Contract, then such guarantee shall be executed for a period of one year from date the Owner accepts the Work. The Subcontractor further agrees to execute any special guarantees as provided by the terms of the Contract, prior to final payment. DWA's payment of any sums to Subcontractor shall not constitute a waiver of any claims DWA may have against Subcontractor.

3. PROSECUTION OF WORK, DELAYS, ETC.

a. Time Is of the Essence and Conflicting Terms. DWA and the Subcontractor agree to be bound by the terms of the Contract, construction regulations, general conditions, Plans and Specifications, and any and all other contract documents, if any there be, insofar as applicable to this Agreement, and to that portion of the Work herein described to be performed by the Subcontractor. If conflicting requirements of Subcontractor exist in the Contract and this Agreement or otherwise, Subcontractor shall be bound to do the additional, greater or more costly requirements as part of the Work.

b. Schedule. DWA shall establish the Work Schedule ("Schedule") within the first month after signing this Agreement, which Schedule may be reasonably modified and refined by DWA, which shall give notice of the same to the Subcontractor. DWA is the owner of the Schedule and of all float and slack time within the Schedule.

c. Commencement. Commencement of the Work by Subcontractor is an expression by the Subcontractor that:

(1) This Agreement has been accepted in its entirety.

(2) The Subcontractor has fully reviewed and analyzed all of the Plans and Specifications, this Agreement and the Contract, and the Total Amount in paragraph 1.b. is fair, just and complete compensation for the Work.

(3) The Subcontractor is aware of any impact or interference which the site, site conditions, climate, construction sequence, and the work of other Subcontractors will have upon access, operations, efficiency, and related factors of the Work to be performed by the Subcontractor; and

(4) It is the Subcontractor's responsibility to identify any non-code compliant construction details, omissions and discrepancies with respect to the Work, and none have been identified.

d. Due Diligence. The Subcontractor shall prosecute its Work with due diligence so as not to delay the completion of the Project and the work of DWA or other subcontractors. In the event that the Subcontractor neglects and/or fails to supply the necessary labor and/or materials, tools, implements, equipment, etc., in the opinion of DWA to timely complete the Work or to complete the Work in accordance with the Contract, then DWA shall notify the Subcontractor in writing setting forth the deficiency and/or delinquency; and within three (3) business days after date of such written notice, if the Subcontractor fails to correct the Work or to commence and continue correction of such default or neglect with diligence and promptness, DWA shall have the right if DWA so desires to take over the Work of the Subcontractor in full, and exclude the Subcontractor from any further participation in the Work covered by this Agreement; or at DWA's option, DWA may take over such portion of the Subcontractor's Work as DWA shall deem to be in the best interest of DWA, and permit the Subcontractor to continue with the remaining portions of the Work.

e. Replacement and Costs. Whichever method DWA might elect to pursue in the preceding paragraph, in addition to any and all other remedies in this Agreement, in law and in equity, the Subcontractor agrees to release DWA, for its use only, without recourse, any materials, tools, implements, equipment, etc., on the site, belonging to or in the possession of the Subcontractor, for the benefit of DWA, in correcting or completing the Work covered in this Agreement; and DWA agrees to correct or complete the Work to best of DWA's ability and in the most economical manner available to DWA at the time. Any costs incurred by DWA in doing any such portion of the Work covered by this Agreement shall be charged against any monies due or to become due under the terms of this Agreement; and in the event the total amount due or to become due under the terms of this Agreement shall be insufficient to cover the costs accrued by DWA in completing the Work, the Subcontractor and its sureties, if any, shall be bound and liable to DWA for the difference.

f. Delays. If Subcontractor believes any delays in the Schedule are required through no fault of the Subcontractor, within seven (7) days after the event giving rise to the delay, Subcontractor must submit a written change order to DWA, specifying and detailing any basis for increased costs; and upon failure to timely submit, Subcontractor waives any right to submit or have approved the change order.

g. Delay Liability. The Subcontractor shall not be held liable for any delays arising out of acts of God, strikes, embargoes, or other causes explicitly determined by DWA to be beyond the control of the Subcontractor. Subcontractor will be responsible for liquidated damages of \$250.00 per day for any delay to DWA or any other subcontractors which may be directly attributable to Subcontractor; and provided, further, that if the Subcontractor fails to meet the Schedule as determined by DWA and as it may reasonably be amended from time to time by DWA under this Agreement, DWA may withhold from the contract price due the Subcontractor under this Agreement an amount equal to \$250.00 per day times the number of days after the Schedule until that portion of the Work is completed, and in such event shall apply said sum against all sums owing from DWA to Subcontractor, and Subcontractor agrees to pay any deficiency on demand. All delay charges will be deducted from the amount due Subcontractor.

h. Defects. Should the proper and accurate performance of any Work under this Agreement depend wholly or partially upon the proper workmanlike or accurate performance of any work or materials furnished by DWA or of other subcontractors on the Project, the Subcontractor agrees to use all means necessary to discover any such defects and report the same in writing to DWA before proceeding with the Work which is so dependent, and Subcontractor shall allow DWA a reasonable amount of time in which to remedy such defects; and in the event Subcontractor does not so report to DWA in writing, then it shall be assumed that the Subcontractor has fully accepted the work of others as being satisfactory, and Subcontractor shall be fully responsible thereafter for the satisfactory performance of the Work covered by this Agreement, regardless of the defective work of others.

i. Clean-up. Subcontractor will be responsible for clean-up, removal, and proper disposal of all debris from performing the Work. Failure to clean up rubbish and debris shall serve as cause for withholding further payments to Subcontractor until such time as this condition is corrected to the satisfaction of DWA. Use of the dumpster located on the Project site is under the discretion of DWA, and all charges for use will be deducted from sums due Subcontractor. Daily clean up of all tools, equipment, material, and debris is required.

j. Loss/Theft. DWA assumes no responsibility whatsoever on account of any loss or damage to tools or equipment or for materials while on the Project site prior to installation. Further, DWA assumes no responsibility whatsoever on account of loss by theft or otherwise of Subcontractor's tools or equipment while on the Project site.

k. Subs. The Subcontractor represents and warrants the following to be the sole Subs and sole suppliers:

No Subs or suppliers may be changed without the written consent of DWA.

l. Punchlist Items. When the Subcontractor considers that the Work is substantially complete, the Subcontractor shall prepare and submit to DWA a comprehensive list of items to be completed or corrected prior to final payment (the "Punchlist"). DWA shall have the right to supplement the Punchlist with additional items that DWA, Architect, or Owner deems reasonably necessary to complete the Project based upon DWA's, Architect's, or Owner's independent inspection of the Work. Failure to include an item on the Punchlist shall not alter the responsibility of the Subcontractor to complete all Work in accordance with the Contract.

m. Final Completion. The Subcontractor shall cause Punchlist items to be completed within the timeframe, if any, determined by the Architect or, if no timeframe is so determined, then within thirty (30) days of the Completion Date. If the Subcontractor fails to correct or promptly commence to correct the deficiencies within the time period required for the Subcontractor to do so, DWA may, upon three (3) days written notice to the Subcontractor, take over and perform some or all of the Punchlist items. DWA may deduct from the final payment the actual cost to DWA of performing or causing others to perform these Punchlist items. DWA may withhold one hundred and fifty percent (150%) or the amount determined by the Architect, whichever is greater, of the estimated cost to complete the Punchlist items until Subcontractor completes the Punchlist items in accordance with the Contract or DWA completes or causes others to complete the Punchlist items.

4. SAFETY

The Subcontractor shall perform all Work in compliance with all Federal, State, and Local Safety regulations and standards (including OSHA), DWA's Safety rules and policies, and in such manner that will protect the Subcontractor's employees and others from injury. The Subcontractor shall require all persons, employees, workers, material men related to the performance of this Agreement to wear regulation hard hats and other required safety equipment while on the Project site. If Subcontractor's employees are found on the Project site not wearing hard hats and other required safety equipment after written notice has been previously given to comply with this provision, Subcontractor will be subject to a \$25.00 per occurrence fine, which will be deducted from sums due Subcontractor. In addition, Subcontractor agrees to pay any and all fines, penalties and assessments resulting from its, its employees' and its Subs' failure to comply with any of the foregoing and to indemnify and hold DWA harmless from payment of the same. If any unsafe work is being performed by others on the Project and is observed by the Subcontractor, Subcontractor shall notify DWA immediately of such.

5. SURETY BOND

The Subcontractor agrees to furnish to DWA, at the Subcontractor's expense, a surety bond guaranteeing the faithful performance, including completion, of this Agreement and the payment of all labor and material bills in connection with the execution of the Work covered by this Agreement. The bond is to be written by a surety company designated or approved by DWA, and in a form satisfactory to DWA.

6. PERMITS, LICENSES, FEES, TAXES, ETC.

The Subcontractor shall, at Subcontractor's own cost and expense, apply for and obtain all necessary permits and licenses, and Subcontractor shall conform strictly to the laws, ordinances and regulations in force in the locality where the Work on the Project is being done. The Subcontractor shall indemnify and hold DWA harmless against liability by reason of the Subcontractor having failed to pay federal, state, county, or municipal taxes or to otherwise comply with applicable laws, ordinances and regulations.

7. INSURANCE

a. The Subcontractor agrees to comply in all respects with the employment and payment of labor required by law.

b. The Subcontractor agrees to carry comprehensive public liability and property damage insurance, and such other insurance as DWA might deem necessary, in an amount as approved by DWA in order to protect Owner, DWA and Subcontractor against loss resulting from any acts of the Subcontractor, its agents and/or employees, including but not limited to the following:

(1) Commercial General Liability policy (CGL) with limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for the Work.

(a)CGL coverage must be written on ISO occurrence form CG 00 01 10/01 or an equivalent, providing coverage for the indemnifications required in this Agreement, including but not limited to independent contractors, products-completed operations, personal injury and property damage.

(b)DWA, Owner and all other parties required of DWA, must be named as an additional insured on the CGL policy using an additional insured endorsement that provides primary, non-contributory coverage AND completed operations coverage.

(c)The Subcontractor must maintain CGL coverage for itself and all additional insureds for the duration of the Work and maintain Complete Operations coverage for itself and each additional insured for at least 3 years after completion of the Work or the length of the state's statute of repose, whichever is greater.

(2) Business Automobile Liability coverage with limits of \$1,000,000 for each accident. Coverage should include liability arising out of all owned, leased, hired and non-owned automobiles.

(3) Commercial Umbrella coverage with limits of at least \$2,000,000. Coverage must include all entities that are additional insured on the CGL.

(4) Workers' Compensation and Employers' Liability coverage with limits of at least \$500,000 for each accident, \$500,000 for bodily injury by accident, and \$500,000 each employee for injury by disease.

(5) To the fullest extent permitted by law, all policies must provide a waiver of subrogation on the CGL, Business Automobile, Workers' Compensation and Umbrella Liability policies.

(6) A copy of the additional insured endorsements and policies must be provided to DWA prior to commencement of Work or within seven (7) days of written request of DWA, whichever first occurs.

c. All insurance must provide at least thirty (30) days written notice to DWA prior to cancellation of any insurance. All insurance must have a Best's rating of no less than A- and must be authorized to do business in the state where the Project is located.

d. If any insurance coverage, clauses or limits beyond those provided herein are required in the Contract, the Subcontractor shall provide the same.

8. ASSUMPTION OF DUTIES AND INDEMNIFICATION

a. The Subcontractor assumes toward DWA all the obligations and responsibilities that DWA assumes toward the Owner. The Subcontractor shall indemnify DWA and the Owner against, and save them harmless from, any all loss, damage, expenses, costs, and attorney's fees incurred or suffered on account of any breach this Agreement, or any conditions, provisions or covenants of the Agreement.

To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless DWA and its agents, affiliates, and employees from and against all claims, liabilities, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, liability, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property including the loss of use resulting therefrom, or (2) due to any failure by Subcontractor to make any payment to Subs, materials providers, or others who have provided services or materials in connection with the Work. In the event of any collection action, payment bond claim, or mechanics lien filed by a labor or materials supplier against the Project for which DWA or Owner has paid or any other claim arising under this paragraph or Agreement, DWA may either (i) tender the defense of such claims to Subcontractor or (ii) retain an attorney and defend such claims and receive reimbursement from Subcontractor for all costs and attorney fees thereby incurred, and (3) is caused by whole or in part by an act or an omission of Subcontractor, anyone directly or indirectly employed by Subcontractor, or anyone for whose acts Subcontractor may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. CHANGES, ADDITIONS AND DEDUCTIONS

a. DWA may add or deduct from the amount of Work covered by this Agreement; and any changes made in the amount of Work involved, or any other parts of this Agreement, shall be by a written and signed amendment hereto setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon between DWA and the Subcontractor; if mutual agreement is not possible, then the value of the Work shall be determined as provided in Section 11 of this Agreement. In either event, however, the Subcontractor agrees to proceed with the Work as changed when so ordered in writing by DWA so as not to delay the progress of the Work and pending any determination of the value thereof.

b. Change orders must be broken down by material and labor with markups as indicated in the specifications.

c. The Subcontractor agrees to make no claim for additional, extra or changed work outside the scope of this Agreement, and the terms hereof shall be conclusive with respect to this Agreement unless altered in writing signed by the parties.

d. The Subcontractor agrees not to sublet, transfer or assign this Agreement or any funds due or to become due or any part thereof without the written consent of DWA.

e. Any questions, clarifications, etc. must be submitted in writing to DWA as soon as they arise.

f. Subcontractor shall not proceed with any changes or alterations to the Plans and Specifications without written approval from Architect and DWA.

g. The Subcontractor shall promptly comply with construction directives.

10. BACK CHARGES

There will absolutely be no back charges and/or extra charges by Subcontractor against DWA or Owner, without prior approval in writing signed by DWA. Otherwise, any back charges are prohibited, null and void, and shall be absorbed by the Subcontractor. Any back charges assessed to the Subcontractor by DWA will be calculated at cost plus 10%.

11. DISPUTES

In the event of any dispute between DWA and Subcontractor relating specifically to the scope of the Work, the dispute shall be resolved in the manner provided by the Contract. If none be provided, or if there arises any dispute arising from or relating to the Agreement or the Work, then such disputes shall be first submitted to mediation with a qualified mediator determined by the parties to this Agreement, and if mediation is not successful, then resolved, in DWA's sole discretion, by an arbitration panel consisting of three members, one selected by DWA, one by the Subcontractor, and the third member shall be selected by the first two members. If DWA selects arbitration, DWA and Subcontractor agree to be bound by the findings of any such panel of arbitration, finally and without recourse to any courts of law. If DWA elects to resolve the dispute through litigation, any lawsuit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America located in the State of Utah or the state courts of the State of Utah. Each party irrevocably submits to the exclusive jurisdiction of such courts in any suit, action, or proceeding relating to or arising from the Agreement. In the event there is a dispute between DWA and Subcontractor that arises out of this Agreement or relates to the Work, and if there is a court action or arbitration as a result of such dispute, the party that prevails in such action shall be entitled to recover from the other its reasonable attorneys' fees and costs, including expert witness fees, consultant fees, and reasonable deposition costs.

12. DEFAULT AND TERMINATION OF CONTRACT

a. Default. The following events, or any one of them, shall constitute events of default by the Subcontractor:

- (1) Failure to perform Work as required by the Schedule;
- (2) Failure or neglect to correct Work found to be defective by and at the reasonable discretion of DWA;

- (3) Failure to supply materials which have been specified, or to supply the specified quality;
- (4) Failure to supply materials of sufficient quantity;
- (5) Failure to begin Work pursuant to the terms of this Agreement;
- (6) Failure to supply a workforce of sufficient size or skill level;
- (7) Failure to carry out and complete the Work without delay to the Project, DWA, or other subcontractors;
- (8) Failure to make prompt payments for materials, labor, equipment and services provided to the Project;
- (9) Failure to observe and abide by all applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Project;
- (10) In the sole opinion of DWA, abandonment of the Project and the Subcontractor's Work under this Agreement;
- (11) Failure to comply with the licensing laws of the state in which the Work is performed;
- (12) Failure to comply with any of the terms of this Agreement;
- (13) Reasonable doubt that the remaining Work of Subcontractor can be completed for the then unpaid balance to the Subcontractor.
- (14) DWA in its reasonable discretion determines Subcontractor's ability to complete the Work or complete it in a timely manner is uncertain or unlikely.

b. Notice of Default. If the Subcontractor fails to perform in accordance with the terms of this Agreement, DWA may provide to Subcontractor a "Notice of Default" specifying the nature of the Subcontractor's default.

c. Remedy of Default. The Subcontractor shall have three (3) business days from the time of issuance of the Notice of Default to remedy and correct the default. However, if such default is not corrected within the terms or time limits required for performance under this Agreement, or if in the sole discretion of DWA, the Subcontractor will not be able to do so, DWA may terminate this Agreement and dismiss the Subcontractor from the Project and have the Work performed by itself or others.

(1) Termination of this Agreement by default shall not relieve the Subcontractor from obligations of warranty, quality and conformity of the Work, and any and all payments due from the Subcontractor or any other terms included in this Agreement.

(2) The Subcontractor agrees to release to DWA, without recourse, any materials on the Project site belonging to the Subcontractor for the benefit of completing the Work.

d. No Waiver of Default. No waiver by DWA of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by DWA. Any failure by DWA to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement:

- (1) Shall not constitute a waiver of the terms or conditions of this Agreement,
- (2) Shall not affect or impair such terms or conditions in any way,
- (3) Shall not impair or waive the right of DWA to avail itself of such remedies as it may have for any breach or breaches of the terms or conditions of this Agreement.

e. Termination.

(1) If the Work has been stopped, abandoned or suspended for more than ninety (90) calendar days not due to the fault or neglect of the Subcontractor, or if DWA has refused or neglected to pay amounts due to the Subcontractor pursuant to this Agreement within thirty (30) calendar days after such amounts have become due, and if DWA fails to cure such default within seven (7) business days after receiving a written notice from the Subcontractor of such default, then the Subcontractor may terminate this Agreement upon giving DWA seven (7) business days' prior written notice. The Subcontractor shall have no right to terminate this Agreement or suspend services hereunder on account of a failure by the Owner to make payment to DWA for all or any portion of the Work. Upon such termination, the Subcontractor shall be entitled to recover from DWA payment for all Work satisfactorily performed and for which payment has been received by DWA from the Owner but not yet paid to the Subcontractor. In no event shall DWA be liable to the Subcontractor or to persons or entities performing any portion of the Work for or on behalf of the Subcontractor, for any special, indirect or consequential damages or losses of anticipated profits arising out of a termination by the Subcontractor pursuant to this paragraph.

(2) Should the Owner terminate its Contract with DWA, or any part which includes the Work, DWA shall so notify the Subcontractor in writing in a timely matter, and upon written notification, this Agreement shall be terminated, and the Subcontractor shall immediately stop the Work, follow DWA's instruction regarding shutdown and termination procedures, and mitigate all costs. Any termination of this Agreement pursuant to this paragraph shall be without liability to DWA.

(3) DWA may, at any time, and at its sole discretion, terminate the Subcontractor without cause and without regard to any fault or failure to perform by any party, and solely for DWA's convenience. Termination by DWA for convenience shall be by notice of termination delivered to the Subcontractor specifying the effective date thereof. In the event of DWA's termination of the Agreement for convenience, DWA shall pay to the Subcontractor the portion of the Agreement price allocable to the Work satisfactorily completed prior to the effective date of termination and for which payment has been received by DWA from the Owner. In no event shall DWA be liable to the Subcontractor or persons or entities performing any portion of the Subs' Work for or on behalf of the Subcontractor, for any special, indirect, or consequential damages or losses of anticipated profits arising out of a termination of the Agreement by DWA for convenience pursuant to this paragraph. Upon a determination that a termination of the Agreement by DWA for cause was wrongful, such termination will be deemed converted to a termination for convenience pursuant to this paragraph and the Subcontractor's remedies for wrongful termination shall be limited to the recovery of the payments permitted for a termination by DWA for convenience as set forth in this paragraph.

(4) If the Subcontractor fails to correct or to commence and satisfactorily continue correction of a default within three (3) business days after written notification, then DWA may terminate the Agreement for cause. Upon such termination, DWA may use any materials, implements, equipment, appliances, or tools furnished by or belonging to the Subcontractor to complete the Work. DWA also may furnish those materials and equipment and/or employ such workers or subcontractors as DWA deems necessary to maintain the orderly progress of the Work. All costs and expenses incurred by DWA in performing the Work and in employing others to perform the Work, including reasonable overhead, profit, and attorneys' fees, shall be deducted from any monies due or to become due the Subcontractor under this Agreement. The Subcontractor shall be liable for the payment of any amount by which such costs and expenses plus any other damages suffered by DWA as a consequence of the Subcontractor's breach of this Agreement may exceed the unpaid balance of the Agreement price.

f. Conditions Following Subcontractor Termination for Cause.

(1) Right of Retention. Upon receipt or the sending of a Notification to Terminate, or upon termination of this Agreement for cause, the Subcontractor acknowledges the right of DWA to retain:

- (a) Up to 10% of the total value of all Work performed by the Subcontractor through the expiration of the warranty period, or
- (b) Up to 10% of the total value of all Work performed by the Subcontractor for a period not exceeding the statute of limitations for liens, or

(c) Up to 10% of the total value of all Work performed by the Subcontractor for a period not to exceed the time allowed by law for filing wage claims by the Subcontractor's employees.

(2) If the Subcontractor is called upon to perform warranty work and the Subcontractor fails to correct such Work within the warranty terms of this Agreement, DWA may use the retained funds to pay for the correction of the defective Work.

(3) Any funds retained pursuant to this Section shall be released in full to the Subcontractor within ten business days of the expiration of the applicable retention term if all warranty Work has been performed and completed pursuant to the terms of this Agreement.

g. Suspension. DWA may, for just cause or by direction, suspend all or part of the Subcontractor's Work. DWA will give written notice to the Subcontractor stating the nature, effective date and anticipated duration of such suspension, whereupon the Subcontractor shall suspend Work to the extent specified and shall place no further orders or perform no other Work except as permitted by DWA's notice of suspension. During the period of such suspension, the Subcontractor must care for all Work, materials, and equipment at the Project site or at storage areas under the Subcontractor's responsibility. The Agreement price shall be adjusted by Change Order if the cost of the Work is increased or decreased by reason of such suspension. If additional time for completion of the Work is required as a result of such suspension, the Subcontractor shall submit a written request for additional time prior to resuming the Work. Failure to submit a written request for additional time due to such suspension shall result in no extension of time being granted.

In the event the prime contract between the Owner and DWA should be terminated prior to its completion, then DWA and Subcontractor agree that an equitable settlement for Work performed (less damages and offsets) under this Agreement prior to such termination will be made as provided by the contract documents, if such provision be made; or, if none such exist, next by mutual agreement; or failing either of these methods, by arbitration as provided in Section 11.

13. FINANCIAL POSITION

Subcontractor herewith certifies that no bankruptcy proceeding has been filed in any chapter of the United States or State Bankruptcy Acts, and further that no such bankruptcy action is intended or contemplated by said Subcontractor, or if Subcontractor has filed or files a voluntary or any creditor files against Subcontractor an involuntary petition under any facet of the Bankruptcy Act, DWA may terminate this Agreement and immediately be relieved of any further obligations except as provided in Section 11 of this Agreement. Subcontractor also authorizes DWA to regularly, as determined by DWA obtain credit and other financial reports on Subcontractor.

14. ENFORCEMENT

Upon default, the defaulting party agrees to pay all costs and attorney's fees reasonably incurred by the party not in default in enforcing the terms of this Agreement of its rights herein.

15. SEVERABILITY

If any paragraph or portion of this Agreement is found illegal or unenforceable for any reason, the rest of this Agreement shall remain in full force and effect, and the failure of one clause shall not affect any other clause or paragraph of this Agreement.

16. GOVERNING LAW

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision or rule.

DWA and Subcontractor signify their understanding and agreement with the terms by signing, and that this document incorporates the full understanding and agreement between the parties.

CONTRACTOR:

DWA CONSTRUCTION, INC. _____

DATED: 03/05/24

By: _____

Title: PRESIDENT

SUBCONTRACTOR:

NAME OF SUBCONTRACTOR _____

DATED: _____

By: _____

Title: _____

Tax Id No. _____



Purchase Order Agreement

This agreement made at Logan, State of Utah, on the 5th day of March, 2024 by and between DWA CONSTRUCTION, INC. P.O. BOX 3448 LOGAN, UT 84323-3448 PHONE:(435)752-6860 FAX:(435)752-7606 hereinafter referred to as the prime Contractor and SUPPLIER NAME; STREET ADDRESS; CITY, STATE ZIP CODE; PHONE(000)000-0000 FAX(000)000-0000, hereinafter referred to as the Supplier.

The Supplier shall furnish all materials, fabrication labor and shop drawings required for section.

DESCRIPTION OF SECTION, FOB TO JOBSITE AS PER PLANS AND SPECIFICATIONS.

TOTAL CONTRACT AMOUNT: \$0,000.00

This project is tax exempt. Addendum 00 acknowledged & included in price. Project completion 09-27-24

The construction project identified as LCSD INDOOR ATHLETIC FACILITY REMODEL, located at 114 EAST 1000 NORTH, State of UTAH, as shown in the plans and specifications pertaining to the above, named project and any other agreements made between the General Contractor and Supplier. The General Contractor and Architect shall have final approval to the design of the furnished items.

All materials shall be delivered F.O.B. jobsite by Supplier for the total purchase order price of *Zero thousand zero hundred dollars and 00 cents, \$0,000.00.*

Supplier shall be liable for all payroll taxes and related employee costs with respect to employees employed by same and shall furnish proof of worker's compensation insurance and liability insurance if requested by Prime Contractor.

DWA CONSTRUCTION, INC.

SUPPLIER NAME



PAYMENT REQUEST FORM

Project Name:

Invoice/Payment Application Number: _____

Period Ending Date: _____

STATEMENT OF CONTRACT AMOUNT:

- | | | |
|----|--|----------|
| 1. | Original Contract Amount | \$ _____ |
| 2. | Approved Change Orders | \$ _____ |
| 3. | Adjusted Contract Amount <i>(Add or Subtract line 2 from line 1)</i> | \$ _____ |

PROGRESS BILLING:

- | | | |
|----|---|----------|
| 4. | Work Completed and Materials Provided on Contract to Date (____% to date) | \$ _____ |
| 5. | Less Retention (.5% to date) | \$ _____ |
| 6. | Total Work Completed and Materials Provided Less Retention <i>(Subtract line 5 from line 4)</i> | \$ _____ |
| 7. | Total Previous Application for Payments <i>(Line 6 from previous application)</i> | \$ _____ |
| 8. | AMOUNT DUE THIS REQUEST <i>(Subtract line 7 from line 6)</i> | \$ _____ |

LABOR & MATERIALS SUPPLIED THIS MONTH:

- | | | |
|-----|-------------------------------|----------|
| 9. | Materials supplied this month | \$ _____ |
| 10. | Labor this month | \$ _____ |

Supplier/Subcontractor Lien Releases (DWA provided forms) must be provided prior to distribution of payments.
Waiver & Releases attached to this payment request form? (circle one). Yes No
Name and Amount of Two-Party Checks required on this months draw: _____

Company Name: _____
DWA Utah Conditional Waiver & Release Upon Progress Payment must be attached to this request.

By: _____
(Signature Here)

Print Name: _____
Title: _____
Date: _____



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: _____

Property Location: _____

Undersigned's Customer: _____

Invoice/Payment Application Number: _____

Payment Amount: _____

Payment Period: _____

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1, Mechanics' Liens, or any bond right under Utah Code Ann., Title 14, Contractors Bonds, or Section 63-56-504 related to payment rights the undersigned has on the above described Property once:

1. the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned; and
2. the check is paid by the depository institution on which it is drawn.

This waiver and release applies to a progress payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the invoice or Payment Application, but only to the extent of the Payment Amount.

This waiver and release does not apply to any retention withheld; any items, modifications, or changes pending approval; disputed items and claims; or items furnished or invoiced after the Payment Period.

The undersigned warrants that the undersigned either has already paid or will use the money the undersigned receives from this progress payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Dated: _____

(Company Name)

By: _____

Its: _____



WAIVER AND RELEASE UPON FINAL PAYMENT

Property Name: _____

Property Location: _____

Undersigned's Customer: _____

Invoice/Payment Application Number: _____

Payment Amount: _____

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1, Mechanics' Liens, or any bond right under Utah Code Ann., Title 14, Contractors Bonds, or Section 63-56-504 related to payment rights the undersigned has on the above-described Property once:

1. the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned; and
2. the check is paid by the depository institution on which it is drawn.

This waiver and release applies to the final payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer.

The undersigned warrants that the undersigned either has already paid or will use the money the undersigned receives from the final payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and supplies for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Dated: _____

(Company Name)

By: _____

Its: _____