

Hyrum City

Elite Hall Addition

September 2025



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ADVERTISEMENT FOR BID

Notice is hereby given that Hyrum City will receive sealed bids for construction of the **Elite Hall Addition**. The project includes, but is not limited to, site preparation, site and foundation concrete, framing and finish for the approximately 1300 square feet building addition, including an add alternate bid item for the approximate 500 square feet Club Room Renovation in the upper south end of the Historic Elite Hall. The project is located in Hyrum, Cache County, Utah. The CONTRACT DOCUMENTS may be obtained in Adobe pdf format from the Hyrum City office at 60 W. Main Street, Hyrum, UT 84319 at no charge by contacting Todd Perkins at todd.perkins@hyrumcity.gov or the Hyrum City Office at (435) 245-0333. When requesting bid documents please provide Contractor company name, contact name, phone number, email address, and mailing address. Hard copies of the documents are available upon request for a \$15 non-refundable fee.

PRE-BID CONFERENCE: An optional pre-bid walk-thru will be held on **Wednesday, September 24, 2025 at 2:00 pm** at the Elite Hall located at 98 West Main Street, Hyrum, UT. Representatives of the OWNER will be present to discuss the project.

BIDS will be received at the Hyrum City office; 60 West Main Street, Hyrum UT 84319 until **2:00 pm** local time on **Monday October 6, 2025** and will be publicly opened and read aloud at that time. Bids must be on the proposal form provided and must be accompanied by a bid security in the amount of five percent of the bid. All bids must be submitted in a sealed envelope plainly marked **Elite Hall Addition**.

Hyrum City reserves the right to reject any and all bids or waive any informalities or minor defects. Award will be made on the basis of the lowest responsible bidder, and conformance to specifications, bidder's qualifications and the bid judged to be in the best interest of the owner, each factor being considered.

PROJECT ADMINISTRATION: All questions relative to this project prior to the opening of bids shall be directed to City Councilmember Craig Rasmussen, all questions shall be in writing via email to craig.rasmussen@hyrumcity.gov. Questions shall be submitted prior to **2:00 pm Tuesday September 30, 2025**. A final addendum, if required, will be issued Thursday October 2, 2025.

INFORMATION FOR BIDDER

BIDS will be received by Hyrum City herein called the “OWNER”, at 60 West Main Street, Hyrum, Utah until **2:00 pm** local time on **Monday October 6, 2025** and then publicly opened and read aloud at that time. Late bids will not be accepted.

Each BID must be submitted in a sealed envelope, addressed to Hyrum City at the above address, to the Attention of the City Treasurer. Each sealed envelope containing a BID must be plainly marked on the outside as **“Elite Hall Addition”**. The envelope should bear on the outside the name of the BIDDER and company address. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at the above address.

ALL BIDS must be made on the required BID FORMS. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of BID FORMS is required. The List of Subcontractor / Material Suppliers Form must also be completed with primary suppliers and submitted with the BID.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. NO BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not ascertain that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER, at their sole discretion will choose to award or withhold the bid Add Alternate for the Elite Hall Club Room Renovation.

The PERFORMANCE BOND and PAYMENT BOND shall meet or exceed a standard bond “A” or “A-” rating per A.M. BEST.

The CONTRACT DOCUMENTS contain the provisions required for the completion of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Any interpretation or correction of the BID DOCUMENTS will be made only by Addendum duly issued, to all who are known to have received a complete set of BID DOCUMENTS. No Addendum will be issued within 24 hours of the opening of the BIDS.

Prior to submission of the BID, each BIDDER shall ascertain that it has received all Addendum issued. The BIDDER shall acknowledge receipt of Addenda by completing the acknowledgment space provided on the BID FORM.

Each Bid shall be accompanied by a bid security in the form of, at Bidder's option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER in the amount of five percent (5%) of the bid amount, pledging that the Bidder will within 10 days after Notice of Award enter into a contract with the Owner on the terms stated in this Bid and will furnish bonds, as described, covering the faithful performance of the Contractor and the payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security may be forfeited to the Owner as liquidated damages, not as penalty. All checks and money orders must indicate the Payee as Hyrum City and must reflect the complete bid number.

The Bond shall be written on either a standard Bid Bond form or the enclosed form. The Owner will have the right to retain the bid security of bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

The BID FORM and all STIPULATED ATTACHMENTS AND THE BID SECURITY shall be included in the envelope containing the bid. Omission of or failure to complete any portion of the required documents at the time of Bid Opening may be cause to reject the entire Bid.

A PERFORMANCE BOND and PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract. The PERFORMANCE BOND and PAYMENT BOND shall meet or exceed a standard bond "A" or "A-" rating per A.M. BEST. Certificate for the insurance required by section 21, of the General Conditions, will also be furnished by the Contractor when signing the Agreement.

The Attorney-in-fact who executed BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS on behalf of the surety shall affix to each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days or as otherwise determined by the OWNER. Should there be reasons why the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS in the sealed envelope along with BID DOCUMENTS.

CONTRACTOR QUALIFICATIONS

The BIDDER shall provide, as qualifications to bid the project, to be submitted with the bid the following:

EXPERIENCE / TRAINING

1. Utah General Contractor license number and a minimum of 10 years of experience constructing commercial projects.

BID PROTESTS

Any individual or company who bids on the project may file a notice of protest regarding the award of the contract. The protest must be submitted in writing to the City Recorder within five (5) business days after Hyrum City issues the recommendation to award. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the contract documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of Utah, and supply it to the City Recorder. The bond posted must be in an amount equal to the lesser of: twenty-five (25) percent of the total value of the bid submitted by the person filing the notice of protest; or two hundred fifty thousand dollars (\$250,000).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the contract until a determination is made by the Hyrum City Council. A person who makes an unsuccessful bid may not seek any kind of judicial intervention until after the Hyrum City Council has made a determination on the notice of protest and awarded the contract. Neither the City nor any authorized representative of the City is liable for any costs, expenses, attorney's fees, loss of income or other damages

sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the person who posted the bond. If the protest is rejected, a claim may be made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

IRREGULAR BID

A Bid shall be considered irregular for the following reasons, any one or more of which may be cause for rejection:

- 1) If the Bid Form furnished by the City is not used or is altered.
- 2) If there are unauthorized additions, conditional or alternate Bids, or omissions or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning, or give the Bidder submitting the same a competitive advantage over other Bidders.
- 3) If the individual Bid items and/or schedule of values of a prospective Bidder's Bids are unbalanced in the opinion of the engineer.
- 4) If the Bid submitted contains any erasure, interlineations, or other corrections unless each such correction is prepared and initialed by the authorized person.

DISQUALIFICATION OF BIDDERS

Any one or more of the following may be considered as sufficient for the disqualifications of a prospective Bidder and the rejection of the Bid:

- a) Evidence of collusion among prospective Bidders. Participants in such collusion will receive no recognition as Bidders for any future Work of the City until such participant has been reinstated as a qualified Bidder.
- b) More than one Bid for the same Work from an individual, firm, or corporation under the same or different name.
- c) Lack of competency, adequate machinery, plant and/or equipment as revealed by the financial statement and /or any requested experience information.
- d) Unsatisfactory performance record as shown by past work for the City might hinder or prevent the prompt completion of additional work, if awarded.
- e) Uncompleted work which, in the judgment of the City, might hinder or prevent the prompt completion of additional work, if awarded.
- f) Failure to pay or satisfactorily settle all bills due for labor and material on any Contract(s) still outstanding at the time of the Bid opening.
- g) Failure to comply with any qualification requirements of the City.

- h) Failure to list, as required, all subcontractors and suppliers who will be employed by the Bidder.
- i) Failure of the prospective Bidder to be properly licensed.
- j) Any other reason to be determined in good faith to be in the best interest of the City.

BID PROPOSAL

DATE: _____

TO: Hyrum City Corporation

FROM: _____

Dear Sir:

Having carefully examined the plans and specifications entitled “**Elite Hall Addition**” dated “**July 2025**” prepared by CLH Architects Engineers. and having visited the site to become familiar with all conditions affecting the cost of the work, the undersigned hereby proposes to furnish all fees, labor, materials, equipment and incidentals and perform all work in a manner called for in the said documents for the total sum listed below and as shown on the bid schedule:

Total Base Bid Amount (Not including Add Alternate): \$

The undersigned further agrees to execute the attached agreement between owner and contractor within 10 days after receiving a written notice of award and agrees to furnish within the 10 day period, all bonds and insurance required.

If awarded the contract, the undersigned further agrees to commence actual physical work to begin within **30** calendar days from the notification to proceed and that all work will be completed within **two hundred seventy (270)** calendar days from that date unless the time for completion is extended otherwise by the contract documents.

Order of the Work

The intent of the project is to complete the Elite Hall Addition in a timely way with minimal disruption to activities within the original building. Except that if the Bid Add Alternate for Club Room Renovation is accepted, then the Elite Hall Event Schedule will be reviewed and adjusted to complete the work.

In case of failure on the part of the Contractor to complete the Work within the time fixed in the contract, the Contractor shall pay the Owner as fixed and liquidated damages the amount specified in Section 4 of the Agreement.

Respectfully Submitted,

Authorized Agent Signature required

Bidder acknowledges the receipt of the following addendum:

No.	Dated
_____	_____
_____	_____
_____	_____

Utah Contractor's License No.: _____

Classification: _____

By: _____

Title: _____

Legal Address: _____

BID SCHEDULE

ELITE HALL ADDITION					
BID SCHEDULE					
Statement of Work All materials, equipment, labor, supervision, and overhead required to complete the work as outlined on the bid documents shall be incorporated with the following bid items directly or as incidental to the work.					
Bid Item	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	Mobilization/Cleanup	1	LS		
				Bid Schedule Base Bid	
Add Alternate 1					
10	Elite Hall Club Room Renovation	1	LS		
Add Alternate 1 is not to be included in the base bid total for the Bid Schedule					

[illegible]

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

as Principal, and _____
as Surety, are hereby held and firmly bound unto _____
as OWNER in the penal sum of _____
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to

A certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for the

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached here (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID; then this obligation shall be void, otherwise the same shall remain in force and effect. It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____, (L.S.)
Principal

Surety

By: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NOTICE OF AWARD

To: _____

Project: **Elite Hall Addition** _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 2025 and Information for Bidders.

You are hereby notified that your BID has been accepted for the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within Ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledgment copy of this NOTICE OF AWARD to the OWNER.

Dated this _____, day of _____, 2025.

By: _____

Mayor:

Owner: Hyrum City

ACCEPTANCE OF NOTICE

Receipt of the above AWARD is hereby acknowledged

By: _____
Company Name

this _____, day of _____, 2025.

By: _____
Signature & Printed Name

Title: _____

AGREEMENT

THIS AGREEMENT, made this _____, day of _____, 2025, by and between Hyrum City hereinafter called "OWNER" and

Company Name

doing business as _____
hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1) The CONTRACTOR will commence and complete the construction of **"Elite Hall Addition"** hereinafter referred to as "PROJECT".
- 2) The CONTRACTOR will furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT in strict compliance with the Contract Documents described herein, which are made a part of this contract, including the following Addenda:

ADDENDUM NO.

DATED

- 3) The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 30 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 270 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
- 4) Fixed and Agreed Liquidated Damages: One Hundred (\$100.00) dollars per day for each calendar day delay in completing the work in accordance with the terms of the CONTRACT DOCUMENTS.
- 5) The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and to comply with the terms therein for the sum of \$ _____ or as shown in the BID SCHEDULE.
- 6) The term "CONTRACT DOCUMENTS" means and includes the following attached or referenced documents. In the event that any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that document first listed below shall govern:

- a) Change Order / Field Order
- b) Agreement (this instrument)
- c) Addenda to Contract Documents
- d) Remaining Legal and Procedural Documents
 - Bid proposal (including Bid Schedule)
 - Information for Bidders
 - Advertisement
 - Notice of Award, Notice to Proceed
- e) Special Provisions
- f) Specifications prepared or issued by CLH Architects Engineers dated July 2025.
- g) Drawings prepared by CLH Architects Engineers, dated July 2025
- h) General Conditions
- i) Bonds
 - Bid Bond
 - Performance Bond
 - Labor and Material Payment Bond

- 7) The OWNER will pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 8) This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) each of which shall be deemed an original on the date first above written.

OWNER: Hyrum City

By: _____

Name: _____

Title: _____

(Seal)

ATTEST:

By: _____

Name: _____

Title: _____

CONTRACTOR:

Company Name

By: _____

Printed Name: _____

Title: _____

NOTE: Witnesses not required for a Corporation, but the Corporate Certificate must be completed. Two Witnesses are required for Partnerships and Individuals. Partnerships must also complete Partnership Certificate.

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed the said Contract on behalf of the Contractor was then _____, of the said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signature

(Corporate Seal)

PARTNERSHIP CERTIFICATE

State of Utah)

) ss

County of Cache)

_____, being first duly sworn, deposes and says; that he/she is a member of the partnership firm designated as _____, and named in the Contract. That he/she has been duly vested with authority to make and sign instruments for the partnership

by _____ , who constitute the other members of the partnership.

Signature

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____ , 2025.

NOTARY PUBLIC IN AND FOR THE COUNTY OF CACHE, STATE OF UTAH

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Contractor

Address of Contractor

a _____, hereinafter
Corporation, Partnership or Individual

called Principal, and

Name of Surety

Address of Surety

hereinafter called Surety, are held and firmly bound unto

Name of Owner

Address of Owner

hereinafter called OWNER, in the penal sum of _____
Dollars (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2025, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 2025.

Principal

Attest

Principal Signature / Printed

(Seal)

Company Name

Title

(Witness as to Principal)

Address

Surety

Attest

(Seal)

Surety Signature / Printed

Company Name

Title

Attorney-in-Fact

Countersigned by resident agent in Utah:

Agent Company Name

Signature and Printed Name

Title

NOTE: Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

NOTICE TO PROCEED

To: _____

Project: **Elite Hall Addition** _____

Date: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, you are to commence the WORK within 30 consecutive calendar days of the date of this Notice to Proceed and shall complete the WORK within two hundred seventy (270) days thereafter.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

HYRUM CITY

By: _____

Title: _____

Acceptance of Notice

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by this _____ day of _____, 2025.

Contractor Name

By: _____

Printed Name

Title

CHANGE ORDER

Order No: _____

Date: _____

State: _____

County: _____

Contract for: Elite Hall Addition

Owner: Hyrum City

To: _____

(Contractor Name)

You are hereby requested to comply with the following changes from the CONTRACT plans and specifications: **See Attachment(s)**

Description of Changes (Supplemental Plans and Specifications Attached)	Bid Item	Decrease in Contract Price	Increase in Contract Price
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Net Change in Contract Price		\$	

JUSTIFICATION: _____

The amount of the Contract Price will be (Decreased) (Increased) by the sum of _____ dollars (\$ _____).

The Contract Period provided for completion will be (Increased) (Decreased) (Unchanged) _____ days.

This document will become a modification to the Contract and all provisions will apply hereto.

Requested by: _____ Date _____
Contractor

Approved by: _____ Date _____
Project Engineer/Construction Manager

Approved Change Order Price / Time: _____
Contractor Date

Approved Change Order Price / Time: _____
Owner Date

GENERAL CONDITIONS

- 1) Definitions
- 2) Additional Instructions & Detail Drawings
- 3) Schedules, Reports & Records
- 4) Drawings & Specifications
- 5) Shop Drawings
- 6) Materials, Services & Facilities
- 7) Inspections & Testing
- 8) Substitutions
- 9) Patents
- 10) Surveys, Permits, Regulations
- 11) Protection of Work, Property, Persons
- 12) Supervision by Contractor
- 13) Changes in the Work
- 14) Changes in Contract Price
- 15) Time for Completion and Liquidated Damages
- 16) Correction Work
- 17) Subsurface Conditions
- 18) Suspension of Work, Termination & Delay
- 19) Payments to Contractor
- 20) Acceptance of Final Payment as Release
- 21) Insurance
- 22) Contract Security
- 23) Assignments
- 24) Indemnification
- 25) Separate Contracts
- 26) Subcontracting
- 27) Engineer's Authority
- 28) Land & Right-of-Way
- 29) Guaranty
- 30) Arbitration
- 31) Taxes

1. **Definitions**

- 1-1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1-2 ADDENDA – Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS, and SPECIFICATIONS, by additions, deletions, clarifications or corrections.
- 1-3 BID – The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1-4 BIDDER – Any person, firm or corporation submitting a BID for the WORK.
- 1-5 BONDS – Bid, Performance and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1-6 CHANGE ORDER – A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1-7 CONTRACT DOCUMENTS – The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, and Addenda.
- 1-8 CONTRACT PRICE – The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1-9 CONTRACT TIME – The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1-10 CONTRACTOR – The person, firm or corporation with whom the OWNER has executed the Agreement.
- 1-11 DRAWINGS – The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1-12 ENGINEER – The person, firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1-13 FIELD ORDER – A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1-14 NOTICE OF AWARD – The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1-15 NOTICE TO PROCEED – Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1-16 OWNER – A public or quasi-public body or authority, corporation, association, partnership or individual for whom the WORK is to be performed.
- 1-17 PROJECT – The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1-18 RESIDENT PROJECT REPRESENTATIVE – The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1-19 SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1-20 SPECIFICATIONS – A part of the CONTRACT DOCUMENTS consisting of

written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1-21 SUBCONTRACTOR – An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1-22 SUBSTANTIAL COMPLETION – That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

1-23 SUPPLEMENTAL GENERAL CONDITIONS – Modifications to General Conditions required by a federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS or such requirements that may be imposed by applicable state laws.

1-24 SUPPLIER – Any person or organization who supplies materials or equipment for the WORK including that fabricated to a special design, but who does not perform labor at the site.

1-25 WORK – All labor necessary to produce the construction required by the CONTRACT DOCUMENTS and all materials and equipment incorporated or to be incorporated in the PROJECT.

1-26 WRITTEN NOTICE – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the WORK.

2. Additional Instructions & Detail Drawings

2-1 The CONTRACTOR may be furnished additional instructions and detail drawings by the ENGINEER as necessary to carry out the

WORK required by the CONTRACT DOCUMENTS.

2-2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. Schedules, Reports & Records

3-1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3-2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and as applicable:

3-2-1 The dates at which special detail drawings will be required; and

3-2-2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3-3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4. Drawings & Specifications

4-1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4-2 In case of conflict between the drawings, references and specifications, the following order of authority shall govern (from highest authority to lowest authority):

- Special Provisions

- Supplemental Specifications
- Technical Specifications
- General Conditions
- Uniform Standard Specifications
- Contract Drawings
- Uniform Standard Drawings

4-3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. Shop Drawings

5-1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENT shall be evidence by a CHANGE ORDER.

5-2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5-3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. Materials, Services & Facilities

6-1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6-2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6-3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6-4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6-5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. Inspection & Testing

7-1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7-2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7-3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7-4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7-5 Inspections, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with requirements of the CONTRACT DOCUMENTS.

7-6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representative and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7-7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

7-8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both directly attributable to such uncovering, exposure, observation, inspection,

testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. Substitutions

8-1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. Patents

9-1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. Surveys, Permits, Regulations

10-1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of benchmarks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, stakes for pile locations and other working points, lines, elevations and cut sheets.

10-2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10-3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. Protection of Work, Property & Person

11-1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be effected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property

at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11-2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body that has jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the act of omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11-3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. Supervision by Contractor

12-1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on

behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. Changes in the Work

13-1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13-2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document in basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. Changes in Contract Price

14-1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- a) Unit prices previously approved.
- b) An agreed lump sum.
- c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon, but not to exceed fifteen (15) percent of the

actual cost of the WORK, to cover the cost of general overhead and profit.

15. Time for Completion & Liquidated Damages

15-1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15-2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15-3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15-4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER:

15-4-1 To any preference, priority or allocation order duly issued by the OWNER.

15-4-2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes,

freight embargoes, and abnormal and unforeseeable weather; and

- 15-4-3 To any delays of SUBCONTRACTS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. Correction of Work

- 16-1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

- 16-2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. Subsurface Conditions

- 17-1 The CONTRACTOR shall promptly, and before such conditions are disturbed except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17-1-1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS: or

17-1-2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

- 17-2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time

required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. Suspension of Work, Termination & Delay

- 18-1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume the WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

- 18-2 If the CONTRACTOR is adjudged, bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workers or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT,

including compensation for additional professional service, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18-3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18-4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18-5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18-6 If the performance of all or any portion of the WORK is suspended, delayed, or

interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. Payment to the Contractor

19-1 At least twenty (20) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within five (5) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within twenty (20) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, may reduce retainage to five (5) percent of the contract price. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced

below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

19-2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably and securely stored either at or near the site.

19-3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19-4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as maybe caused by agents or employees of the OWNER.

19-5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

19-6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workers, mechanics, material men, and furnisher of machinery and parts thereof, equipment, tools and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature

designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19-7 If the OWNER fails to make payment forty-five (45) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. Acceptance of Final Payment as Release

20-1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BONDS.

21. Insurance

21-1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

21-1-1 Claims under workers compensation, disability benefit and other similar employee benefit acts;

21-1-2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21-1-3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employee;

21-1-4 Claims for damages insured by usual personal injury liability coverage which are sustained

1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or

2) by any other person; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

21-2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21-3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified.

21-3-1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or

anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.

21-3-2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21-4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed. Workers Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACT similarly to provide Workers Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workers Compensation statute, the CONTRACTOR shall provide and shall cause each SUBCONTRACTOR to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

21-5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightening, rain or flood, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

22. Contract Security

22-1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. Assignments

23-1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his

obligations there under, without written consent of the other party.

24. Indemnification

24-1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24-2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workers compensation acts, disability benefit acts or other employee benefits acts.

24-3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. Separate Contracts

25-1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25-2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25-3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 14 and 15.

26. Subcontracting

26-1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26-2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S) in excess of fifty (50%) percent of the CONTRACT PRICE without prior written approval of the OWNER.

26-3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26-4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26-5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. Engineer's Authority

27-1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27-2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27-3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27-4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. Land & Right-of-Way

28-1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28-2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and right-of-ways acquired.

28-3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. Guaranty

29-1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defect including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

30. Arbitration

30-1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

30-2 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

30-3 Notice of the demand for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the ENGINEER. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.

30-4 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31. Taxes

31-1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

SPECIAL PROVISIONS - SECTION 100

These Special Provisions supplement the General Conditions and other contract documents. All of the requirements and provisions of said Standard Specifications shall apply except where modified by the plans and these Special Provisions.

100.01 Contractor's Utilities

The Contractor shall be responsible for providing and maintaining the following temporary provisions if required by the Engineer:

- 1) Temporary toilet, which shall be located as directed and maintained in sanitary condition, for the use of workers.

SECTION 101– CONTROL OF WORK

101.01 Plans and Working Drawings

The Owner will furnish to the Contractor, without charge, three (3) sets of specifications together with three (3) sets of drawings. Additional quantities of specifications and drawings will be furnished at the cost of reproduction.

SECTION 102– CONTROL OF MATERIALS

102.01 Source of Supply and Quality Requirements

The Contractor shall furnish all materials required to complete the work, except materials that are designated in the Special Provisions to be furnished by the Contracting Agency as specified in Subsection 106.11 “Contracting Agency Furnished Materials”. Quality acceptance testing and inspection shall be conducted by the engineer.

No materials or supplies under this contract shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage, conditional sale contract or other security interest, or other agreement by which an interest is retained by the seller. The successful bidder warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

Only materials conforming to the requirements of the specifications shall be incorporated in the work.

The materials furnished and used shall be new, except as may be provided elsewhere in these specifications, on the plans or in the Special Provisions. The materials shall be manufactured, handled, and used in a workman like manner to ensure completed work in accordance with the plans and specifications.

The Contractor shall furnish the Engineer a list of his sources of materials. The list shall be submitted to the Engineer prior to any official “Notice to Proceed” and in sufficient time to permit proper inspecting and testing of materials to be furnished from other sources.

The Contractor shall furnish without charge such samples as may be required. Inspection and tests will be made by the Owners qualified representative, but it is understood that such inspections and test, if made at any point other than the point of incorporation in the work, in no way shall be considered as a guarantee of acceptance of such materials nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made.

Manufacturer’s warranties, guarantees, instruction sheets, and parts lists, which are furnished with certain articles or materials incorporated in the work, shall be delivered to the Engineer before acceptance of the complete contract.

Reports and records of inspections made and tests performed by the Owners representative shall be delivered first to the Engineer, second to the Owner and third to the Contractor.

SECTION 103– PROSECUTION AND PROGRESS

103.01 Prosecution and Progress

The Contractor shall prepare and submit to the Engineer for approval a progress schedule showing the order in which the Contractor proposes to carry out the work within the Contract time and showing the beginning times and completion times for the several major items of work contained in the Contract. The progress schedule shall be in the form of an arrow network or other similar schedule developed under a critical path method. The diagram shall be supplemented by an activity listing used in its preparation and shall outline, in sufficient detail, the proposed operations, the interrelations of the various operations, and the order of performance so that the progress of the work can be evaluated accurately at any time during the performance of the Contract. The schedule shall be submitted to the Engineer seven (7) days in advance of the date set for the pre-construction conference so that the schedule may be reviewed prior to said conference.

Upon the request of the Engineer, the Contractor shall submit supplementary progress schedules in the form required by the Engineer. Such supplemental schedules may be required if significant time deviation from the original schedule is noted by the Engineer or as deemed necessary by the Engineer. The Contractor shall indicate on the supplemental schedule any revised operation sequence, changes in equipment, labor forces or working shifts or other pertinent factors by which time lost will be made up to allow Contract completion within the working days set forth in these Special Provisions.

The submitting of a progress schedule satisfactory to the Owner shall be considered as a necessary portion of the work. Therefore, partial payments as set forth under General Conditions and these Special Provisions will not be forthcoming until the requirement for satisfactory progress schedule has been complied with.

Approval of any schedule submitted by the Contractor shall not be construed to assign responsibility of performance or contingencies to the Owner or relieve the contractor of his responsibility to adjust his forces, equipment, and / or work schedule as may be necessary to ensure completion of the work within the prescribed Contract time.