## ADDENDUM

**Date Issued:** February 20, 2020  
**Project:** Ogden School District  
Highland Jr. High School  
Kitchen Remodel  
**Addendum Number:** 1

The Contractors submitting proposals on the above captioned project shall be governed by the following addendum, changes and explanations to the drawings and specifications and shall submit their bids in accordance therewith.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>General Items Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>See Addendum from Mechanical Engineer (Olsen &amp; Peterson Consulting Engineers) for required changes.</td>
</tr>
<tr>
<td>2</td>
<td>See Addendum from Electrical Engineer (BNA Consulting) for required changes.</td>
</tr>
<tr>
<td>3</td>
<td>See Addendum from Food Service Consultant (Jedrziewski Designs) for required changes.</td>
</tr>
<tr>
<td>4</td>
<td>Add the “General Requirements – Ogden School District Board of Education” Bidding Document.</td>
</tr>
<tr>
<td>5</td>
<td>The winning bidder shall provide payment &amp; performance bonds as required in Section 63G-6a-1103.</td>
</tr>
<tr>
<td>6</td>
<td>All bidders shall submit (3) references for completed projects similar in scope &amp; size to this project.</td>
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<tr>
<td>7</td>
<td>The lowest responsive &amp; responsible bidder will be recommended to the board for approval of this project.</td>
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<tr>
<td>8</td>
<td>Heavy Duty Polyethylene (HPDE) lockers are an approved product substitution for the metal lockers. Locker color to match Finish Schedule in drawings.</td>
</tr>
<tr>
<td>9</td>
<td>Add wall mounted Fire Extinguisher, Type K. See attached sheet A114.</td>
</tr>
</tbody>
</table>
| 10          | The answers to all of the questions posted in SciQuest shall be part of this addendum.  
Question: Is this project tax exempt?  
Answer: This project is tax exempt. Ogden School District will provide the winning bidder with the tax exemption document.
<table>
<thead>
<tr>
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</table>
| 11          | **Question:** What is the size of the overhead coiling doors?  
**Answer:** Each coiling overhead door shall have an opening of 12'-0"W x 5'-4"H. Saw cutting of the existing wall may be required. See attached sheet A114. |
| 12          | **Question:** The doors are not shown on the door schedule and the subs are asking what is wanted.  
**Answer:** Each coiling overhead door shall be: aluminum, clear finish, exterior keyed cylinder lock, interior/kitchen thumb turn, manual crank back up, basis of design: Alumatec Pacific. |
| 13          | **Question:** Is the architect wanting a solid door or a open pattern grill? It doesn’t say what model of Alumatec Pacific door.  
**Answer:** Each coiling overhead door shall be a solid door. |
| 14          | **Question:** Do you have a design and manufacture we are to bid for the quartz counter tops?  
**Answer:** The countertop was designed around: Pentalquartz, BQ8810P, Imperio Polished; per the Finish Schedule. |
| 15          | **Question:** The above-grade DWV piping spec list cast iron no-hub as the only option. Keyed note #20 on sheet P112 lists ABS pipe. Which one is correct?  
**Answer:** Schedule 40 ABS pipe is acceptable for DWV piping, except for where the dishwasher drains into the floor sink. Because of high temperature dishwasher waste water, piping from that floor sink shall be cast iron and shall extend a minimum of 25 linear feet from the floor sink before transitioning back to ABS. |
| 16          | **Question:** Is all of the sewer in the crawl space to be cast iron or just from the dishwasher waste downstream?  
**Answer:** Just the line downstream of the dishwasher. |
| 17          | **Question:** Is the gas line that we are connecting to (Keyed Note #5, sheet P111) a 2 PSI line or a low pressure line?  
**Answer:** The gas line is a low pressure gas line. |
Question: Is there any make-up air feeding the crawl space? The plumber will have to be
down there for extended amounts of time and will need to weld pipe down there, too.

Answer: No, the crawl space is not mechanically ventilated. There are existing non-
mechanical foundation vents scattered along the foundation walls, but that is the extent
of any crawl space ventilation. The contractors will need to provide their own temporary
mechanical ventilation fans to meet OSHA guidelines for welding in confined spaces.
Mechanical ventilation should be of sufficient capacity and so arranged as to produce
the number of air changes necessary to maintain welding fumes and smoke within safe
limits, as defined by OSHA guidelines.

Question: In reviewing the plans I am unable to find actual dimensions for either the 6 grills
or the for the window shown in the bottom snip (forgive the crude graphic). Also, are the
grills to be brick with a cmu and stud backup as below, or brick two sides or brick with an
8 or 10 or 12” cmu? Also, I can only see one place where the grills mentioned in 4.02 are
to be removed are all six of the grills located in that one area? I am figuring that the brick
need to be toothed into the existing in each instance - is that correct?

Answer: We don’t have the exact sizes of the (6) grills or window to be demolished &
infilled. The infill is meant to be decided by the contractor with brick (to match existing)
under the exterior, insulation, and stud backup (with interior material & finish per plans (and
exposed stud backup or plywood finish is acceptable at the (6) grills for the interior of
“Storage (E)” being an approved method.

<table>
<thead>
<tr>
<th>Sheet Number</th>
<th>Drawing Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A113</td>
<td>Add wall mounted Fire Extinguisher, Type K, as shown on the plans.</td>
</tr>
<tr>
<td>A114</td>
<td>Add coiling overhead door dimensions as shown on the plans.</td>
</tr>
<tr>
<td>P111</td>
<td>See Addendum from Mechanical Engineer for required changes.</td>
</tr>
<tr>
<td>P112</td>
<td>See Addendum from Mechanical Engineer for required changes.</td>
</tr>
<tr>
<td>P602</td>
<td>See Addendum from Mechanical Engineer for required changes.</td>
</tr>
<tr>
<td>E002</td>
<td>See Addendum from Electrical Engineer for required changes.</td>
</tr>
<tr>
<td>FS101</td>
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<tr>
<td>FS102</td>
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<td>Sheet Number</td>
<td>Drawing Description</td>
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<tr>
<td>FS103</td>
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<td>FS104</td>
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<table>
<thead>
<tr>
<th>Specification Section</th>
<th>Project Manual / Specifications</th>
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<tr>
<td><strong>General Sections</strong></td>
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<tr>
<td>General Requirements – Ogden School District Board of Education</td>
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<tr>
<td><strong>Electrical Sections</strong></td>
<td></td>
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<tr>
<td>See Addendum from Electrical Engineer for required changes.</td>
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<tr>
<td><strong>Food Service Sections</strong></td>
<td></td>
</tr>
<tr>
<td>See Addendum from Food Service Consultant for required changes.</td>
<td></td>
</tr>
</tbody>
</table>

**Attachments:**

Olsen & Peterson Consulting Engineers Addendum 1
BNA Consulting Electrical Addendum #1
Jedrziewski Designs Addendum #1
“General Requirements – Ogden School District Board of Education” Bidding Document
A113 Floor Plan
A114 Dimension Floor Plan
P111 Plumbing Plan – Water & Gas
P112 Plumbing Plan – Waste & Vent
P602 Plumbing Details
FS101 Food Service Equipment Plan
FS102 Food Service Equipment Building Requirement Plan
FS103 Food Service Equipment Plumbing Requirement Plan
FS104 Food Service Equipment Electrical Requirement Plan
Addendum 1

To: Zeke Zenger   Project: Highland Jr High Kitchen Remodel
Company: NJRA Architects  Contract Documents Dated: January 2020
From: Paul Laird  Addendum No: 1
Date: February 17, 2020  Pages: 2

The following additions, modifications, deletions, clarifications and revisions to the Drawings and/or Specifications shall be considered part of the Contract Documents. Where required, acknowledge receipt of this addendum in the Bid Documents. Failure to acknowledge addenda in the Bid Documents may subject the Bidder to disqualification.

**Drawings:**

**Drawing P111**
Added new Hand Wash sink per food service drawing changes.
Added SVB to hose reel per Weber-Morgan Health Dept
Added Reduced Pressure Backflow Preventers for Steamers and Combi Oven Fill lines per Weber-Morgan Health Dept
Added Reduced Pressure Backflow Preventer for MAU-1 drain and fill panel per Weber-Morgan Health Dept
Added MAU-1 drain and fill panel above service sink.
Revised notes 2,3, 24 and added note 29.

**Drawing P112**
Added new Hand Wash sink per food service drawing changes.
Revised drainage connections for hand Wash sinks.

**Drawing P602**
Added new SVB vacuum breakers to hose reel detail 5/P602 per Weber-Morgan Health Dept
Revised dimension of SVB vacuum breaker to detail 7/P602 per Weber-Morgan Health Dept
HIGHLAND JR. HIGH SCHOOL KITCHEN REMODEL

Electrical Addendum #1  Issue Date: 02/20/2020

CHANGES TO THE SPECIFICATIONS:
26 0943 Lighting Control Equipment:

1. Add Lutron Electronics to the list of acceptable manufacturers. 2.1(A.)(5) Lutron Electronics

CHANGES TO THE DRAWINGS:
Sheet E002:

1. Panelboard Schedule ‘K1’:
   a. Change the breaker at number 14 to 40A, 2Pole, with #8 wire.

PRIOR APPROVAL OF MANUFACTURERS OF ELECTRICAL EQUIPMENT

The following items, trade names, products and manufacturers are approved for bidding. Approval does not relieve the bidder from satisfying the intent of the requirements of drawings, specifications and addenda in every respect. Failure to conform to the design quality and standards specified, established and required may result in later disapproval. If equipment must be disapproved after bidding, supplier shall supply specified equipment at no extra cost to the Owner.

Items are listed generally and specific model number, etc. shall be as submitted. Items submitted but not approved, either did not satisfy the requirements, or showed insufficient data, or arrived after the 8 day deadline established for submittals.

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<tr>
<th>TYPE</th>
<th>SPECIFIED</th>
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<th>SSCO APPROVED</th>
<th>QUANTUM APPROVED</th>
<th>JRC APPROVED</th>
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<td>-</td>
<td>METALUX</td>
<td>LITHONIA</td>
<td>ALPHALITE</td>
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</tbody>
</table>
**Additional Manufacturers:**
Subject to the contract documents, the following manufacturers have submitted and received approval in name only to bid their respective equipment and/or materials for this project. This approval does not release the manufacturer, their supplier or their representative from full compliance with the project’s contract documents. If items, hereafter submitted are non-compliant with the contract documents, the owner reserves the right to reject said items and insist upon and receive, at no additional cost, the equipment and/or materials as originally specified in the contract documents.

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Item(s)</th>
<th>Supplier</th>
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<td>Mifab</td>
<td>Grease and Oil Interceptors</td>
<td>CSM Group</td>
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<tr>
<td>Mifab</td>
<td>Floor Drains</td>
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<tr>
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<td>Mifab</td>
<td>Cleanouts</td>
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<td>McGuire Mfg</td>
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<td>Make Up air Units</td>
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<td>Long Bldg Environments</td>
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<td>Krueger</td>
<td>Registers, Grilles &amp; Diffusers</td>
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<td>Cook</td>
<td>Penthouse</td>
<td>Sabol &amp; Rice Inc</td>
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<td>Ceiling Exhaust Fans</td>
<td>Sabol &amp; Rice Inc</td>
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<td>Roof Mtd Exhaust Fans</td>
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<td>Make Up Air Unit</td>
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<td>Nailor</td>
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<td>Applied Product Solutions</td>
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<td>JP Lamborn</td>
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<td>Heatrex</td>
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</tbody>
</table>

**END OF ADDENDUM NO. 1**
February 12, 2020

OGDEN CITY SCHOOL DISTRICT – HIGHLAND Jr HIGH SCHOOL
NJRA PROJECT #19709.00
ADDENDUM #1

FOOD SERVICE EQUIPMENT
SPECIFICATION SECTION 11400

The following revisions are to be made to the Section 114000 Food Service Equipment Specification. The changes are highlighted in **bold** font.

**CHANGE:**

**ITEM #K-13**

**HAND SINK**

**Quantity:** (3) each

**Manufacturer:** Advance

**Model Number:** #7-PS-62

**Dimensions:** 17"W x 15"D x 18"H

**Utilities:**
A) 1/2" hot and cold water.
B) 1-1/2" Direct drain.

**Accessories:**
A) Owner to provide towel and soap dispenser.
B) Provide with gooseneck faucet with knee valve and drain.
C) Provide with right side splash.

**Installation Notes:**
A) Clip and seal to wall as per plan.
B) General Contractor to provide blocking in wall as required.

**CHANGE:**

**ITEM #K-19**

**KITCHEN SHELVING**

**Quantity:** (1) lot

**Manufacturer:** Inter Metro

**Model #:** Super Erecta, Chrome

**Dimensions:**
(2) 60"W x 24"D x 86"H  
(1) 30"W x 24"D x 86"H

**Utility Requirements:** None

**Accessories:**
A) Lot to include: (10) #2460NC shelves.  
(5) #2430NC shelves.  
(8) #86PZ posts

**Installation Instructions:**
A) Assemble, set and level as per plan. (Verify actual field dimensions for compliance.)

End Addendum #1

Please contact me if you have any questions.

Submitted by,

Ric Jedrziewski
Jedrziewski Designs
GENERAL REQUIREMENTS - OGDEN SCHOOL DISTRICT BOARD OF EDUCATION

Any and all information contained in any and all Project Manual Bidding Documents and/or Technical Specifications sections shall override and nullify any information in this General Requirements.

1. DEFINITIONS

(a) The Contract Documents consist of the Agreement, the General and Supplementary Conditions of the Contract, the Drawings and Specifications, including all modifications thereof incorporated in the documents before their execution. These form the Contract.
(b) The Owner, the Contractor, and the Architect, or pronouns used in place thereof, are those mentioned as such in the Agreement. They are treated through the Contract Documents as if each were in the singular number and masculine gender.
(c) The term "Subcontractor," as employed herein, includes anyone having a direct contract with anyone except the Owner to provide material and/or labor under this contract, and it includes one who furnishes material worked to a special design according to the plans and/or specifications of this work, but does not include one who merely furnishes material not so worked.
(d) The word "Owner," or pronoun used in place thereof, is to designate The Board of Education of Ogden City School District.
(e) The term "work" of the Contractor or Subcontractor includes labor or materials or both.
(f) The applicable laws of the State of Utah shall govern the execution of the work embodied in the contract Documents.

2. CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment, and transportation necessary for the proper and complete execution of the work, and equal in quality and workmanship to the highest standards. The Contractor is to abide by and comply with the true intent and meaning of all drawings and specifications taken as a whole; and is not to avail himself, to the detriment of the work, of any manifestly unintentional error or omissions, should any exist. All minor details of work which are not shown on the drawings, as well as such items as are not specifically mentioned in the specifications but are obviously necessary for the proper completion of the work, shall be considered as incidental and as being part of the work.

3. COPIES FURNISHED

Unless otherwise provided in the Contract Documents, the Architect will furnish to the Contractor, free of charge, all copies, up to a maximum of twelve sets of drawings and specifications reasonably necessary for the execution of the work.

4. DIMENSIONS

Where no figures or memoranda are given, the drawings shall be accurately followed according to their scale, but figures or memoranda are to be preferred to the scale, in all cases of difference, and the larger scale details shall take preference over those of smaller scale.

5. DETAIL DRAWINGS AND INSTRUCTIONS

The Architect shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and
instructions shall be consistent with the Contract Documents, true developments thereof, and reasonable inferable therefrom. The work shall be executed in conformity therewith and the Contractor shall do no work without proper drawings and instructions. Any work performed by the Contractor in advance of these drawings and instructions shall be entirely at the Contractor’s risk.

6. DRAWINGS AND SPECIFICATIONS ON THE WORK

The Contractor shall keep one copy of all drawings and specifications on the work in good order, available to the Owner, the Architect, and their representatives.

7. OWNERSHIP OF DRAWINGS

All copies of drawings and specifications furnished the Contractor by the Architect are the property of the Architect. They are not to be used by the contractor on other work, and are to be returned to the Architect, upon request, at the completion of the work.

8. SHOP DRAWINGS

The Contractor shall submit to the Architect with such promptness as to cause no delay in his work or in that of any other Contractor, six copies of all shop or setting drawings and schedules required for the work of the various trades; and the Architect shall pass upon them with reasonable promptness, making desired corrections. Said Corrections shall pertain to conformance with the basic design concepts embodied in the Contract Documents. The Contractor shall make any corrections required by the Architect. The Architect shall distribute the corrected drawings as follows: (1) drawing to the Owner and (1) drawing for the Architect.

The Architect’s approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless he has in writing, called the Architect’s attention to such deviations at the time of submission; and has received the Architect’s written approval of such deviation; nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules.

9. SAMPLES

The Contractor shall furnish to the Architect for approval, all samples as directed. The work shall be in accordance with approved samples.

10. MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, transportation, and other facilities and services necessary for the execution and completion of the work.

Unless otherwise specified, all material shall be new, and both workmanship and material shall be of high quality.

The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. The Contractor shall, at all times, enforce strict discipline and order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

11. ROYALTIES AND PATENTS

GENERAL REQUIREMENTS
The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

12. SURVEYS, PERMITS AND REGULATIONS

It shall be the responsibility of the Contractor, to obtain all permits required and provide survey work required.

13. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner’s property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents.

The Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against hazardous conditions.

14. INSPECTION OF WORK

The Owner, the Architect, and their representatives shall at all times have access to the work; and the Contractor shall provide proper facilities for such access and for inspection.

If in the specifications, the Owner or the Architect requires any work to be specially tested or approved, the Contractor shall give the Owner and the Architect timely notice of its readiness for inspection. Inspections shall be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Architect, it must, if required by the Architect, be uncovered for examination at the Contractor’s expense.

15. SUPERINTENDENCE AND SUPERVISION

The contractor shall keep on his work, during its progress, a competent superintendent, and any necessary assistants, all satisfactory to the Owner and the Architect. The superintendent shall represent the Contractor in his absence, and all directions given to him shall be as binding as if given to the Contractor.

The Contractor shall give efficient supervision to the work, using his best skill and attention. He shall carefully study and compare all drawings, specifications and other instructions, and shall at once report to the Architect any error, inconsistency, or omission which he may discover; but shall not be held responsible for their existence or discovery.

16. CHANGES IN THE WORK

The Owner may order or authorize extra work or make changes in the contract, in which case the contract sum shall be adjusted accordingly, all without invalidating the contract. The conditions of the original contract shall apply to all such work except that the time of completion may be adjusted by the Owner at the time such change is ordered. Except in case of an emergency endangering life or property, no extra work of change shall be made other than as authorized by
a written change order from the Owner. No claim for an addition to the contract sum shall be valid unless so ordered.

Where the Owner has assigned an Architect/Engineer to the project, the Contractor shall submit such proposals to the Architect/Engineer in sufficient number that one copy may be transmitted to the Owner, one to the project inspector, and one retained by the Architect/Engineer. Upon receipt of the proposal they will review it and will respond in writing to the Architect/Engineer their acceptance or rejection of the proposal or any additions or changes that they feel are necessary for acceptance. Upon acceptance of the proposal by all parties a written change order will be issued.

Whenever a request for a change order proposal is received by the Contractor, he shall indicate thereon his proposed price to be added or deducted from the contract sum due to the change, together with his request for any adjustment in time of final completion of the entire contract. This price will be computed on the basis of unit prices stated in the Contract if applicable.

Whenever the unit prices in the Contract do not apply, the Contractor will submit a proposed price which must be supported by full and completely detailed estimates of the cost of the added or omitted work.

1. For added or omitted work by the Prime Contractor (not including unit prices): the Contractor shall furnish to the Owner, a detailed estimate of the actual cost of labor, materials, taxes and equipment required for the performance of such work. Equipment rental rates shall not exceed those shown in the latest EQUIPMENT RENTAL RATE manual established by the Utah State Department of Transportation for use in State financed projects.

2. For added or omitted work by a Subcontractor (not including unit price) the Prime Contractor shall furnish to the Owner a detailed estimate of the actual cost to the subcontractors for labor, materials, taxes and equipment to be used for such work. Each such estimate of the costs shall have added thereto a fee to cover supervision, overhead, bond and profit. The Contractor and Subcontractor agree that a total fixed fee (up to 15%) as added shall be full compensation to cover all costs of supervision, overhead, bond, profit and any other general expenses. It is further agreed that all time extensions to the completion date of the Contract and any costs or changes in the Contract price from any cause whatsoever that may be incurred as a result of the change order(s) are included in the change order as authorized.

17. CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, he shall give the Owner and the Architect written notice thereof, within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work; and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

18. DEDUCTIONS FOR UNCORRECTED WORK

If the Owner and the Architect deem it inexpedient to correct work damaged or done not in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore.

19. DELAYS AND EXTENSION OF TIME

GENERAL REQUIREMENTS
If the Contractor shall be significantly delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect, or of any employee of either, or by any separate Contractor employed by the Owner, or by significant changes ordered in the work or by strikes, lockouts, fire, unavoidable casualties, or any causes beyond the Contractor's control; or, by any cause which the Owner shall decide to justify the delay; then the time of completion shall be extended by written request from the contractor for such reasonable time as the Owner may decide. No action shall lie against the Owner for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of the Owner or its agents; however, the Contractor may receive an extension of time in which to complete the work under this Contract as provided above. The right to apply for such an extension of time shall be the exclusive remedy available to the Contractor or any Subcontractor as against the Owner for such loss. Any request for extension of extension of time shall be made to the Owner in writing within seven days from the time of occurrence of cause for delay. In case of a continuing cause of delay, only one claim is necessary.

20. CORRECTION OF WORK BEFORE FINAL PAYMENT

The contractor shall promptly remove from the premises all work condemned by the Owner and/or the Architect as failing to conform to the Contract, whether incorporated or not; and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract 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. If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the Owner may have the material removed and stored at the expense of the Contractor.

21. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of substantial completion of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

22. THE OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after five days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

23. OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is granted, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors, or for material or labor, or persistently disregard laws, ordinances, or the instructions of the Architect and the Owner, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner may without prejudice to
any other right or remedy, and after giving the Contractor seven days written notice, terminate
the employment of the Contractor and take possession of premises and of all materials, tools and
appliances thereon, and finish the work by whatever method the Owner deems expedient. In
such cases, the Contractor shall not be entitled to receive any further payment until the work is
finished. If the unpaid balance of the Contract sum shall exceed the expense of finishing the
work, including compensation for additional administrative services, such excess shall be paid to
the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the
difference to the Owner.

24. APPLICATION FOR PAYMENTS

The Contractor shall submit an application monthly for progress payments to the Architect for his
approval. If the Architect approves the payment, he shall then obtain the approval and
signature of the Owner's inspector, if one is assigned to continuous on-the-job inspection, and
transmit the application to the Owner for payment. A copy of each month's payment request,
with proper schedule of work values listed, shall be posted at the job site by the Contractor.
Receipts or other vouchers showing payments for the materials and labor, including payments to
subcontractors shall be submitted with the application if required.

If payments are made on valuation of work done, such applications shall be submitted at least
ten days before
each payment falls due. The Contractor shall, before the first application, submit a schedule of
values for the various parts of the work, including quantities, aggregating the total sum of the
Contract, divided so as to facilitate payments as outlined above and made out in such form as
the Owner, the Architect and the Contractor may agree upon, and supported by such evidence
as to its correctness as the Architect and/or the Owner may direct. This schedule, when
approved by the Architect and the Owner shall be used as a basis for payment, unless it be
found to be in error. In applying for payments, the Contractor shall submit in triplicate a
statement based upon this schedule and itemized in such form and supported by such evidence
as the architect and/or the Owner may direct, showing his right to the payment claimed.

In making payments to the Contractor for completed work or for materials stored on site, it is
understood between the Owner and the Contractor that proportionate parts of such payments
will be transmitted to such subcontractors and/or suppliers within ten (10) days after receipt of
such payments by the Contractor. The submittal of an application by a Contractor for a progress
payment shall constitute prima facie representation by that Contractor that all previous
proportionate payments made by the Owner to the Contractor for completed work of
subcontractors and/or suppliers have been transmitted to all appropriate subcontractors and/or
suppliers for their completed work within ten (10) days after receipt of respective payments.

25. CERTIFICATION AND APPROVAL OF PAYMENTS

If the Contractor has made application for payment as stipulated above, the Architect shall
promptly signify to the Owner and the Contractor, in writing, his approval or disapproval of the
application as submitted. If the application is disapproved, the Architect shall state, in writing, his
reasons for withholding approval.

26. CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall maintain for the duration of this project statutory Workmen's Compensation
Insurance. In the event any work is subcontracted, the Contractor shall require the Subcontractor
to either obtain said insurance coverage for his (subcontractor's) portion of the work or reimburse
the Contractor for providing it. Contractor shall also maintain for the duration of the work a

GENERAL REQUIREMENTS
Comprehensive General and Automobile Liability Policy. Such policies shall protect him from claims for bodily injury, including death, to his employees and all others and from claims for property damage, any and all of which may arise out of or result from the Contractor's operations, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and he may require similar insurance from his subcontractors in the same manner as set forth above. Contractor and/or subcontractor shall verify his insurance requirements to prevent duplication of insurance costs. Such liability insurance with the following minimum limits shall be maintained:

<table>
<thead>
<tr>
<th></th>
<th>Per Person</th>
<th>Per Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) General Liability Insurance</td>
<td>$300,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>(b) Automobile Liability Insurance</td>
<td>$300,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>Property Damage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) General Liability Insurance</td>
<td>$100,000</td>
<td>$300,000</td>
</tr>
<tr>
<td>(b) Automobile Liability Insurance</td>
<td>$100,000</td>
<td></td>
</tr>
</tbody>
</table>

Contractor shall not begin work until he has obtained all required insurance and certificates of such filed with the Architect and such insurance has been approved by the Owner. This requirement also applies to subcontractors. Approval of insurance shall not relieve or decrease liability of the Contractor.

Insurance required by this Article must be written by a company licensed in Utah at the time the policy is issued; the company must be acceptable to Owner.

Contractor shall not cause any insurance to be canceled or permit it to lapse. Each insurance policy shall contain a clause that the policy cannot be canceled or reduced, restricted or limited during the construction period until ten (10) days after written notice as evidenced by return receipt of registered or certified letter has been given to Contractor, Owner, and Architect. Certificates of insurance shall contain transcripts from policies authenticated by proper office of insurer, evidencing in particular those insured, extent of the insurance, location of and operations to which insurance applies, expiration date and above mentioned notice of cancellation clause.

In the event Owner elects to waive this insurance requirement, the Contractor shall credit the Owner for the amount of any returned premium and the contract price shall be reduced in the amount of the premium returned.

Without invalidating the above paragraphs, the Contractor agrees that he shall at all times protect and indemnify and save harmless the Owner and its agencies and institutions and the Architect and his agents and employees from any and all claims, demands, judgments, expenses, including reasonable attorney’s fees and all other damages of every kind and nature made, rendered or incurred, by or in behalf of, any person or corporation whatsoever, including the parties hereto and their employees that may arise, occur or grow out of any acts, actions, work or other activity done by the said Contractor in the performance and execution of this contract.

27. FIRE INSURANCE

Remodel Work: In accordance with current State form, the Owner shall effect and maintain insurance against fire and/or related perils upon the structure(s) on which the work of this contract is to be done.

Payment of Claims: Contractor and/or Owner will be reimbursed for only that portion which the insurance company has an obligation to pay under the terms of the policy.
28. OWNER'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall maintain, during the life of this Contract, complete Owner's Protective Liability Insurance with the Owner and Architect as named insureds in the amounts as follows:

<table>
<thead>
<tr>
<th>Type</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury:</td>
<td>Per person - $300,000 Per Occurrence - $500,000</td>
</tr>
<tr>
<td>Property Damage:</td>
<td>Per Occurrence - $100,000 Aggregate - $300,000</td>
</tr>
</tbody>
</table>

Contractor and/or subcontractor shall verify his insurance requirements to prevent duplication of insurance costs.

Contractor shall not begin work until he has obtained all required insurance and certificates of such are approved and filed with the Owner. Approval of insurance shall not relieve or decrease liability of the Contractor.

Insurance required by this Article must be written by a company licensed in Utah at the time the policy is issued; the company must be acceptable to the Owner.

29. GUARANTEE BONDS

The Contractor shall include in his bid, as part of the quoted total, all costs involved in securing and furnishing the following bonds based on the completed cost of the contract:

   a. A full 100% Performance Bond covering the faithful execution of the contract and,
   b. A full 100% Payment Bond of all obligations arising thereunder.

30. LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this contract, or receipts in full in lieu thereof, and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remain unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

31. ASSIGNMENT

The Contractor shall not assign the contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

32. MUTUAL RESPONSIBILITY OF CONTRACTORS

Should the Contractor cause damage to any separate contractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Owner on account of any damage alleged to have
been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at his own expense and, if any judgement against the Owner arises therefrom, the Contractor shall pay or satisfy it in its entirety.

33. SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with this work. 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 any part of the Contractor’s work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Architect and the Owner any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other contractor’s work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor’s work after the execution of his work. To ensure the proper execution of his subsequent work, the Contractor shall measure work already in place and shall at once report to the Architect any discrepancy between the executed work and the Drawings.

34. SUBCONTRACTS

The two apparent low bidders shall furnish to the Owner, within twenty-four (24) hours after the opening of bids, a list of the subcontractors by name and amounts where subcontractors’ bids are in excess of $5,000.00 and shall not employ any that the Owner may, within a reasonable time, object to as incompetent or unfit. Bidders shall not list themselves or “self” under any category as subcontractor unless the bidder intends to perform as the subcontractor for which he lists “self,” and unless he generally and regularly performs that type of subcontract work. The Architect and/or the Owner shall, on request, furnish to any subcontractor, wherever practicable, evidence of the amounts certified on this account.

The Contractor agrees that he is as 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.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor or supplier and the Owner.

35. RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the Agreement, the General Conditions, the Drawings and Specifications as far as applicable to his work. Nothing in this article shall create any obligation on the part of the Owner to pay or to see to the payment of any sums to any subcontractor.

36. OWNER’S INSPECTION

The Owner, at his option, may assign a staff inspector to the project. Such staff inspector will cooperate with the Design Architect/Engineer in noting deviations from, or necessary adjustments, to the contract documents, or of deficiencies or defects in the construction. The staff inspector’s presence on the project, however, shall in no way relieve the Design Architect/Engineer of the prime responsibilities as set forth herein.

37. ARCHITECT’S STATUS

GENERAL REQUIREMENTS
Neither the Architect or the Owner assumes the responsibility for construction means, methods, techniques, sequences, or procedures, or for safety procedures, precautions and programs employed by the Contractor, Subcontractor, their employees, or any material supplier. The Architect does not guarantee the Contractor’s performance or commitment to the Owner.

Any requests for interpretation of the Contract Documents must be submitted to the Architect not later than four (4) working days (not including Saturday, Sunday, or State Holidays) prior to bid opening.

38. ARCHITECT’S DECISIONS

The Architect shall, within a reasonable time, make decisions on all claims of the Owner or Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

39. CASH ALLOWANCES

The Contractor shall include in the contract sum all allowances named in the contract documents and shall cause the work so covered to be done by such contractors and for such sums as the Architect may specify and certify, the contract sum being adjusted in conformity therewith, upon approval of Owner.

40. USE OF PREMISES

The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permit or directions of the Architect and shall not unreasonably encumber the premises with his materials. The Contractor shall not load or permit any part of the equipment or structure to be loaded with a weight that will endanger its safety or the safety of any person on the premises.

41. CUTTING, PATCHING AND DIGGING

The Contractor shall do all cutting, patching, or fitting of his work that may be required to make its several parts come together properly and fit it to receive or to be received by work of other contractors shown upon, or reasonably implied by, the Drawings and Specifications for the completed structure and he shall make good after them as the Architect may direct.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefor. The Contractor shall not endanger any work, by cutting, digging or otherwise, and shall not cut or alter the work of any other contractor save with the consent of the Architect.

42. CLEANING UP

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave his work “boom-clean” or its equivalent, unless more exactly specified. In case of dispute, the Owner may remove the rubbish and charge the cost to the several contractors as the Architect shall determine to be just.

43. SUBSTITUTIONS
Where reference is made to one or more proprietary products but restrictive descriptive material of only one manufacturer is used, it is understood that the products of other manufacturers will be accepted provided they equal or exceed the standards set forth in the drawings and specification and are compatible with the intent and purpose of the design, subject to the written approval of the Owner and the Architect prior to the opening of bids.

Requests for and information pertaining to said approval must submitted to the Architect no later than four (4) working days (not including Saturday, Sunday or State Holidays) prior to bid opening. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design.

The Contractor may propose the substitution of any material as a supplement to his bid with the monetary amount, additive or deductive as may be the case, clearly stated; manufacturer’s information, catalog numbers, and complete descriptive information shall be included with the proposed substitution. This shall be completely apart and separate from the base bid quotation and shall be solely for the information of the Owner and the use of such proposed substitution shall be strictly at the decision of the Owner. If the substitution is accepted by the Owner, the contract sum shall be adjusted from the base bid either up or down as indicated on the supplementary list.

44. LAYING OUT WORK

The contractor shall be held strictly responsible for the accuracy of the laying out of his work and for its strict conformity with the existing conditions of the building, and shall determine all changes and chases and openings before work is commenced.

45. EMERGENCIES

In an emergency affecting the safety of life, or of the structure, or of adjoining property, then the Contractor, without special instruction or authorization from the Architect or the Owner, shall act at his discretion to prevent such threatened loss or injury. Any compensation claimed to be due him therefrom shall be determined as provided for under “Changes in the Work.”

46. TESTING OF MATERIALS

In case the Architect shall direct that any materials be tested or analyzed, then the Contractor shall furnish a sample for the test, such sample being selected according to the directions of the Architect. The cost of testing or analysis of such sample or samples shall be borne by the manufacturer or supplier of the product. This provision shall not apply to the testing of concrete.

47. TEMPORARY ENCLOSING, DRYING OUT, ETC

When openings are made in exterior walls, the Contractor shall, if required by the Architect on account of weather or security conditions, close up all exterior openings, (except one or more which are to be provided with battened doors, padlocks, etc.) with temporary frames covered with approved material.

The Contractor must, at all times, protect the building from damage from weather, surface water or subsoil drainage. He must keep the excavations dry, if necessary, by pumping, while concrete or masonry is being laid.

48. EXAMINATION OF SITE
The Contractor shall visit the site of the building and examine for himself the site and soil conditions. He shall furnish all labor and materials necessary for preparation of the site for the execution of this contract.

49. STORAGE AND CARE OF MATERIALS

The Contractor shall provide, maintain and remove when directed, suitable, substantial, watertight storage sheds upon the premises where directed in which he shall store his materials. All cement, lime and other materials affected by moisture shall be covered and protected to keep from damage while it is being transported to the site.

50. BUILDING RISKS

The building and all materials and work connected therewith shall be at the Contractor's risk until they are accepted, and he will be held responsible for and liable for their safety in the amount paid to him by the board on account thereof.

51. TEMPORARY APPURtenances AND CONVENiences

The Contractor shall provide well-fastened ladders and other means to facilitate inspection of the work.

52. SCAFFOLDING, TOOLS, ETC.

The Contractor shall provide and erect all the necessary platforms, scaffolds, and supports of ample strength required for the handling of the materials and all other loading to be imposed. The same shall apply to all derricks and hoisting machinery, all appliances and materials, ladders, horses, poles, planks, ropes, wedges, centers, moulds, and other tools and materials, and the cartage thereof to and from the building as may become necessary for the performance of his contract.

53. REFUSE

Refuse containers are to be provided by the Contractor for the workmen's lunch boxes and papers.

54. REMOVING WATER

The Contractor shall remove at his expense from all excavations and/or from the building all unwanted water appearing from any cause during any stage of the work, until the building is accepted by the Owner. All excavations shall be free from water before any concreting or other work is done in them.

55. TAXES

The Ogden City School District is exempt from Utah State Sales Tax. The Owner will provide the winning Contractor with State Form TC-721 which will be needed to claim the exemption.

56. CITIZENS PREFERRED

Preference shall be given in hiring citizens of the United States or those having declared their intention of becoming citizens; failure to comply may result in the Owner declaring the contract void.

GENERAL REQUIREMENTS
57. CODE REQUIREMENTS

The provisions of the 2015 International Building Code, with amendments, the 2015 International Mechanical Code with amendments the 2015 International Electrical Code, with amendments, and the 2015 International Plumbing Code shall apply except as specific variances therewith may be authorized by the Owner.

If the Drawings and Specifications fail to meet the minimum standards of the above-mentioned codes, it shall be the responsibility of the Contractor to bring such information to the attention of the Architect or Engineer having jurisdiction. Subcontractors shall also inform the Contractor of any infractions of the above-mentioned codes regarding their own particular trades.

In the event that workmanship or incidental materials are not specified or indicated, they shall at least conform to the above-mentioned codes and shall be incorporated into the work without any additional cost to the Owner. If the drawings and specifications call for items or workmanship which exceed the codes, the drawings and specifications hold precedence over any code requirements.

58. NONDISCRIMINATION AND AFFIRMATIVE ACTION

In order to comply with the provisions of the Utah Anti-Discrimination Act of 1965, relating to unfair employment practices, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, religion, ancestry or national origin.
B. In all solicitations or advertisements for employees, the contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, religion, ancestry or national origin.
C. The Contractor will send to each labor union or workers’ representative notices to be provided, stating the Contractor’s responsibilities under the statute.
D. The Contractor will furnish such information and reports as requested by the Division for the purpose of determining compliance with the statute.
E. Failure of the Contractor to comply with the statute, the rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract and it may be canceled, terminated or suspended in whole or in part.
F. The Contractor will include the provisions of Paragraphs A through F in every subcontract or purchase order (unless excepted under the statute or rules and regulations) so that such provisions will be binding upon such subcontractor or vendor.

Monthly Employment Compliance Reports must be submitted to the Owner by the prime contractor and all subcontractors with contracts in excess of $10,000 at the Owner’s option.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

A written Affirmative Action Program must be submitted to the Owner within thirty (30) days of Notice to Proceed by the prime contractor and all subcontractors with contracts in excess of $50,000. All exempt contractors should have a program on file and available for review by the Owner upon request.

Guidelines for an affirmative action program are available from the Owner.
At its discretion the Owner may perform a compliance review at the office and project of the Contractor to check on compliance in hiring practices, record keeping, contacting of agencies and unions, advertising, informing of personnel of the requirements under this provision and etc. If the visit to the project site or other information received indicates need to perform a compliance review more frequently on a project, this will be done. The size of the project, compliant situation, and past record of the Contractor in his program will determine the frequency of on-the-job compliance reviews.

Any Deficiencies found in the affirmative action program of the Contractor during either a compliance review or as determined from reports submitted will be discussed with the Contractor and confirmed in writing. The Contractor must then submit in writing specific commitments to correct such deficiencies.

59. SAFETY

The Contractor shall institute a safety program at the start of construction to minimize accidents, such program to continue to end of the job and conform to the latest general safety orders of the State Industrial Commission, as contained in the Utah Occupational Safety and Health Act of 1973. The manual of Accident Prevention in Construction may be used as a guideline for safety practices. Contractor shall post signs, erect barriers, etc., as necessary to implement this program. The Contractor shall have all workmen and all visitors on site wear safety hard hats and obey all safety rules and regulations and statutes as soon as the Contractor proceeds. The Contractor shall post a sign regarding hats in a conspicuous location and furnish extra hats at his expense for visitors.

60. RUBBISH DISPOSAL

Rubbish, trash, etc., shall not be burned on the premises unless approved by the local fire authority, but rather, hauled from the site and legally disposed of.

61. SUBCONTRACTORS FINANCIAL BID LIMITS AND LICENSE CLASSIFICATION

The Contractor shall verify the license classification and bid limit of each of his subcontractors. Regulations prohibit work of the subcontractors exceeding their respective bid limit and working outside of license classification as determined by the Commission of Business Regulation, Department of Contractors.

In the event that the bid limit or classification is not complied with, the respective subcontractor(s) will be disqualified by the Commission of Business Regulation and the Department of Contractors, and the Contractor shall be responsible to provide a suitable and properly qualified subcontractor as approved by the Owner without a change in the contract price.

62. BALANCING AND TESTING

It is the intent of this specification that the building, when presented to the Owner for final acceptance, be complete and operable in all respects, including, but not limited to mechanical, utilities, and other systems which are tuned, tested, and balanced to the satisfaction of the Architect, or his appropriate Engineers and Consultants; and the Owner. Any and all testing and balancing necessary shall be done as part of the contract.

During, or in connection with, the inspection of the work, the Contractor or appropriate Subcontractor(s) shall perform such tests and/or demonstrations of the operation of the systems, or its components, as may be requested by the Owner and/or Architect or his appropriate
Engineers and Consultants as necessary to adequately determine the acceptability of the installation.

63. SUBSTANTIAL COMPLETION

The Architect and Owner will conduct inspections to determine the Dates of Substantial Completion and final payment; the Architect will receive written guarantees and related documents required by the contract and assembled by the Contractor and submit these to the Owner, and will issue a final Certificate for Payment.

The Date of Substantial Completion of the work or designated portion thereof, is the date certified by the Owner when construction is sufficiently complete in accordance with the contract documents, so the Owner may occupy the work or designated portion thereof for the use for which it is intended. When the Contractor determines that the work or a designated portion thereof acceptable to the Owner is substantially complete, the Owner shall prepare a list of items to be completed or corrected. The failure to include any item on such list does not alter the responsibility of the Contractor to complete all work in accordance with the contract documents.

When the Owner, on the basis of an inspection, determines that this work is substantially complete, the Architect then will prepare a Certificate of Substantial Completion which shall establish a Date of Substantial Completion; shall state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance, and shall fix the time within which the Contractor shall complete the items listed therein, said time to be within the contract time unless extended pursuant to Article, “Delays and Extension of Time.” The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate. The Certificate of Substantial Completion shall be on A.I.A. Form G-704.

If within one year after the Date of Substantial Completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract documents, if any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.

64. NON-ASBESTOS MATERIALS

All materials used in the work shall be asbestos-free or shall be certified by independent testing laboratories to contain less asbestos than is allowed by EPA regulations.