



State of Utah

GARY R. HERBERT
Governor

Utah Department of Corrections

Utah Correctional Industries

Rollin Cook
Executive Director

London Stromberg
Executive Deputy Director

ALAN JAMES
UCI Division Director

Bryan Wilmot
UCI Production Manager

TO: Francis Harrison, Wasatch School District

FROM: Bryan Wilmot , UCI Production Manager

DATE: January 23, 2014

SUBJECT: Wasatch High School Asbestos Abatement

As per your request I am pleased to provide “**Not to Exceed**” budgetary figures for The Asbestos Abatement at Wasatch High School

The not to exceed figure is **147,500, ONE HUNDRED FOURTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/XX** . per submitted bid proposal.

The High School Area

- | | |
|---|--|
| 1- Removal of all 9" VCT. | 13,000 sq ft |
| 2- Removal of Popcorn spray in the auditorium | 810 sq ft |
| 3- Removal of the Vibration dampener in the mechanical room | 46 sq ft |
| 4- Removal of 700 pipe fittings 700 mud fittings | |
| 5- Removal of 12" VCT and Mastic in the cafeteria | 1088 sq ft in
VCT and 1088 sq ft in mastic. |
| 6- Removal of the Glue behind the chalk boards | 600 sq ft |
| 7- Removal of 12" VCT around the boys locker room | 810 sq ft |
| 8- Removal of the insulation on the grey boiler | 860 cub ft |
| 9- Removal of the Calking around the sky lights | 100 linier feet |
| 10- Removal of the Built up Silver Coating over the older gym | 5000 sq ft |

The Shop Area

11- Removal of all the 9" VCT	2900 sq ft
12- Removal of the Black cove base in the wood shop class	190 linier feet
13- Removal of the 12" VCT in the auto shop area	40 sq ft
14- Removal of the Built up roofing material over the entire shop area	15,656 sq ft
15- Removal of the Tar around the edges of the entire shop area	645 linier feet
16- Removal of the Tar around the pipe jacks in the shop area's	7 pipe jacks
17- Removal of the Tar around the air handler in the shop area	645 linier feet

Old House Area

18- Removal of the Popcorn spray In the Living Room	450 sq ft
19- Removal of the Laminate in the Kitchen	125 sq ft
20- Removal of the Laminate in the Bathroom	30 sq ft
21- Removal of the Duct Wrap in the Basement	130 linier feet
22- Removal of the Asphalt Roofing Material on the old house.	700 sq ft

This "Not To Exceed" proposal will cover the cost for removal of know regulated Asbestos Containing Material for the Old Wasatch High School demolition project.. If you have any questions, please feel free to contact me.

Bryan Wilmot

Cell (801) 633-8704

Fax (801) 576-7737

Office (801) 576-7749

E-mail bwilmot@utah.gov

Wasatch School District Contract

1. CONTRACTING PARTIES: This contract is between the Wasatch County School District, referred to as DISTRICT, and the following CONTRACTOR:

<u>Utah Correctional Facilities</u> Name	Legal Status of Contractor
<u>14717 South Minuteman Drive</u> Address	Sole Proprietor <input type="checkbox"/>
<u>Draper</u> <u>Utah</u> <u>84020</u> City State Zip Code	Corporation <input type="checkbox"/>
<u>Bryan Wilmot</u> Contact Person	<u>801-576-7749</u> Phone Number Partnership <input type="checkbox"/>
<u>87-0360561</u> Federal Tax I.D. #	<u>State X</u>

2. GENERAL PURPOSE OF CONTRACT:
Asbestos Abatement at 64 East 600 South, Heber City, UT

3. PROCUREMENT: This contract entered into as a result of the procurement process on bid dated Feb. 2014, FY 2014, or the attached pre-approved sole source.

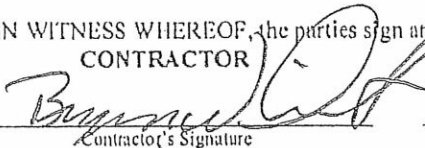
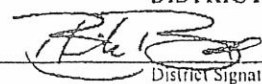
4. CONTRACT PERIOD: Effective date February 21, 2014 Termination date April 14, 2014, unless terminated early or extended in accordance with terms and conditions of this contract. Renewal options (if any) _____.
CONTRACTOR agrees to pay liquidated damages of \$N/A per day for each day the work is not complete after N/A.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$ 147,500.00 for costs authorized by this contract. Any increases to this amount must be made by written change order to the DISTRICT. Change orders must be approved and assigned before additional costs are incurred.

6. ATTACHMENT A: DISTRICT'S Standard Terms and Conditions

7. DOCUMENT INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. Utah State Procurement Code, Procurement Rules, and Contractor's Response to the bid described above.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

<p>CONTRACTOR</p>  <p>Contractor's Signature</p> <p><u>Bryan Wilmot</u> Contractor's Name</p>	<p>DISTRICT</p>  <p>District Signature</p> <p><u>PRESIDENT, BOARD OF EDUCATION</u> Title</p>
--	--

ATTACHMENT A: WASATCH COUNTY SCHOOL DISTRICT (WCSD)
CONTRACT STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract ("Contract") are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the WCSD to purchase certain specified services, and other approved purchases for the WCSD.
2. **CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE:** The provisions of this Contract shall be governed by the laws of the State of Utah
3. **LAWS AND REGULATIONS:** The person or entity contracting with WCSD under this Contract ("Contractor") and any and all supplies, services, equipment, and construction furnished under this Contract will comply fully with all applicable Federal, and State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract. These records shall be retained by the Contractor for at least four years after the Contract terminates, or until all audits initiated within four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and WCSD staff, access to all the records for this Contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **TIME:** The Contractor shall complete the scope of services work in a manner to achieve any milestones identified in the procurement documents related to this Contract and the attachments to this Contract. The full scope of services work shall be completed by any applicable deadline stated in the solicitation
6. **TIME IS OF THE ESSENCE:** For all work and services under this Contract, time is of the essence and Contractor shall be liable for all damages to WCSD and anyone for whom WCSD may be liable, as a result of the failure to timely complete the scope of work required under this Contract
7. **PAYMENT:**
 - 7.1. Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate WCSD official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue.
 - 7.2. The contract total may be changed only by written amendment executed by authorized personnel of the parties. Unless otherwise stated in the Contract, all payments to the Contractor will be remitted by mail.
 - 7.3. The acceptance by the Contractor of final payment without written protest filed with WCSD within ten (10) working days of receipt of final payment shall release WCSD from all claims and all liability to the Contractor for fees and costs of the performance of the services pursuant to this Contract.
8. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
9. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Contractor agrees to the following
 - 9.1. Status Verification System
 - 9.1.1. Contractor certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302.
 - 9.1.2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable employee status verification immigration laws including Utah Code Ann. Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
 - 9.1.3. WCSD will not consider a proposal for award, nor will it make any award, where there has not been compliance with this Section.
 - 9.1.4. Signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws, including Utah Code Ann. Section 63G-12-302
 - 9.2. Indemnity Clause for Status Verification System
 - 9.2.1. Contractor (includes, but is not limited to any Contractor or Consultant) shall protect, indemnify and hold harmless, WCSD and its officers, employees, agents, representatives and anyone that WCSD may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Contractor's subcontractor or subconsultant at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
10. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of WCSD, unless disclosure has been made in accordance with Section 67-16-8, Utah Code Annotated, 1953, as amended. Contractor also represents that it has no conflict of interest in performing the services for WCSD under this Contract, unless such conflict of interest has been disclosed to WCSD and approval to proceed, notwithstanding the conflict, has been obtained from WCSD in writing.
11. **CONTRACTOR AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind WCSD to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for WCSD, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the WCSD. The Contractor shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from WCSD for these Contract services. Persons employed by WCSD and acting under the direction of WCSD shall not be deemed to be employees or agents of the Contractor.
12. **EMPLOYMENT PRACTICES CLAUSE:** The contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place. Contractor also agrees to abide by any laws and policies of WCSD regarding any of the above mentioned prohibitions in this paragraph.
13. **PERFORMANCE EVALUATION:** WCSD may conduct a performance evaluation of the Contractor's services, including specific personnel of the Contractor. References in the Contract to Contractor shall include Contractor, Contractor's subcontractors, or subconsultants at any tier, if any. Results of any evaluation will be made available to the Contractor.
14. **WAIVERS:** No waiver by WCSD or Contractor of any default shall constitute a waiver of the same default at a later time or of a different default.
15. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal authority, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
16. **RENEGOTIATION OR MODIFICATIONS:** This Contract may be amended, modified, or supplemented only in written amendment to this Contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of this Contract. Automatic renewals will not apply to this Contract.
17. **SUSPENSION/DEBARMENT:** The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract), by any governmental department or agency in the United States, including any federal, state or local agency. If the Contractor cannot certify this statement, attach a written explanation for review by WCSD. The Contractor must notify WCSD within 30 days if suspended or debarred by any governmental entity during the Contract period.
18. **TERMINATION:**
 - 18.1. Unless otherwise stated in the Additional Terms and Conditions of WCSD, if applicable, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which this Contract may be terminated for cause. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
 - 18.2. In the event of such termination, the Contractor shall be compensated for services properly performed under this Contract up to the effective date of the notice of termination. The Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from WCSD is

limited to full payment for all work properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of the Contractor having to terminate contracts necessarily and appropriately entered into by the Contractor pursuant to this Contract. Contractor further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, and any and all documents produced by Contractor under this Contract up to the date of termination are the property of WCSD and shall be promptly delivered to WCSD.

19. INSURANCE:

19.1. To protect against liability, loss and/or expense in connection with the performance of services described under this Contract, the Contractor shall obtain and maintain in force during the entire period of this Contract without interruption, at its own expense, insurance as listed below from insurance companies authorized to do business in the State of Utah and with an A.M. Best rating as approved by the State of Utah Division of Risk Management.

19.2. The following are minimum coverages that may be supplemented by additional requirements contained in the solicitation for this Contract in an Attachment to this Contract:

19.2.1. Worker's Compensation Insurance and Employers' Liability Insurance. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction.

19.2.2. Professional liability insurance in the amount as described in the solicitation for this Contract, if applicable.

19.2.3. Any other insurance described in the solicitation for this Contract, if applicable.

19.3. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order.

20. STANDARD OF CARE: The services of Contractor and its subcontractors and subconsultants at any tier, if any, shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude and complexity of the services that are the subject of this Contract. The Contractor shall be liable to WCSD for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. another Contractor's claim against WCSD), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.

21. WCSD REVIEWS, LIMITATIONS: The right of WCSD to perform reviews and/or comment upon the services of the Contractor, as well as any approval by WCSD, shall not be construed as relieving the entity/user, approval or acceptance, or payment for any of the services required under this Contract. No review by WCSD or any entity/user, approval or acceptance, or payment for any of the services required under this Contract shall be construed to operate as a waiver by WCSD of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract, and the Contractor shall be and remain liable to WCSD in accordance with applicable law for all damages to WCSD caused by the wrongful acts, errors and/or omissions of the Contractor or its subcontractors or subconsultants at any tier, if any.

22. SALES TAX EXEMPTION: The WCSD sales and use tax exemption number is 11944465-003-STC. The tangible personal property or services being purchased are being paid from WCSD funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Contract.

23. PUBLIC INFORMATION: Contractor agrees that this Contract, related sales orders, and invoices shall be public documents, and shall be available for distribution. Contractor gives WCSD express permission to make copies of this Contract, related sales orders, and invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except Contractor's response to the solicitation, if applicable, will be a public document, and copies may be given to the public under GRAMA laws. This permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

24. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold WCSD, its officers, agents and employees, harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Contract.

25. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of WCSD.

26. DEFAULT AND REMEDIES:

26.1. Any of the following events will constitute cause for WCSD to declare Contractor in default of this Contract:

26.1.1. Nonperformance of contractual requirements; or

26.1.2. A material breach of any term or condition of this Contract

26.2. Should Contractor be in default under any of the provisions under Subsection 26.1 above, WCSD will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, WCSD may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Contract and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Contract; and/or (4) Suspend Contractor from receiving future solicitations.

27. FORCE MAJEURE: Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WCSD may terminate this Contract after determining such delay or default will reasonably prevent successful performance of this Contract.

28. PROCUREMENT ETHICS: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to WCSD is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of WCSD or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).

29. CONFLICT OF TERMS: In order for any terms and conditions of the Contractor to apply to this Contract, they must be in writing and attached to this Contract. No other terms and conditions of the Contractor will apply to this Contract, including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the terms and conditions in the Contract, the order of precedence shall be: (1) Attachment A: WCSD Terms and Conditions; (2) Additional Terms and Conditions of WCSD; (3) Terms and Conditions of the Contractor, if any.

30. ENTIRE CONTRACT: This Contract including all attachments and documents incorporated hereunder, and the related WCSD solicitation documents, if any, constitutes the entire Contract between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Contract shall supersede any additional or conflicting terms or provisions that may be set forth or printed on Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of WCSD. The parties agree that the terms of this Contract shall prevail in any dispute between the terms of this Contract and terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Contract.

31. DISPUTE RESOLUTION: In the event of any dispute under this Contract prior to any filing in any judicial proceedings, the parties agree to participate in good faith in the mediation of the dispute. WCSD after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of the dispute. If WCSD appoints such an expert or panel, WCSD and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

WASATCH COUNTY SCHOOL DISTRICT

101 East 200 North
Heber City, UT 84032

Zions Bank
Heber City Office
P.O. Box 248
Heber City UT 84032
31-5/1240

Check Date	Check No.	Amount
05/14/14	00021716	\$152,300.00

PAY ONE HUNDRED FIFTY TWO THOUSAND THREE HUNDRED DOLLARS AND 00 CENTS

TO THE ORDER OF UTAH CORRECTIONAL INDUSTRIES
14425 SOUTH BITTERBRUSH LANE
PO BOX 850
DRAPER UT 84020

NON-NEGOTIABLE

COPY

COPY

COPY

COPY

COPY

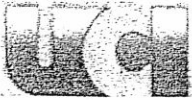
VENDOR: UTAH CORRECTIONAL INDUSTRIES

DATE	CHECK NO.	VENDOR NO.
05/14/14	00021716	891126

INVOICE	DESCRIPTION	P.O. NUMBER	AMOUNT PAID
47UC0003207			147,500.00
47UC0003208			4,800.00
Account No		Payment Amount Total	
30-999-4-9999-4200-710		152,300.00	

Utah Correctional Industries

SALES INVOICE



Inquiries
 State Agency Accts: 801.576.7819
 Non State Agency Accts: 801.576.7835
 Finance Office Fax: 801.576.7735

DATE 04/30/14

Invoice Number: 47UC0003208

Account Number: S000000121C

Remit To: Utah Correctional Industries
 PO Box 850 Draper, UT 84020

891126

CUSTOMER INFORMATION:

Bill To: Wasatch County School Dist.
 Attn: Accounts Payable
 101 E 200 N
 Heber City, UT 84032
 Jonathan Devenish ext. 4109
 jonathan.devenish@wasatch.edu
 Phone: (435) 654-0280 Fax: (435) 654-4714

INDUSTRIES INFORMATION:

Construction
 14126 S. Pony Express Rd
 Po Box 850
 Draper, UT 84020
 Phone: 801-576-7707 Fax: 801-576-7748
 Toll Free: 877.824.7446

Remit To: Utah Correctional Industries
 PO Box 850 Draper, UT 84020

Ship To: Wasatch County School Dist.
 Attn: Accounts Payable
 101 E 200 N
 Heber City, UT 84032
 Jonathan Devenish ext. 4109

UCI Order No.: SO4707898
 UCI Job No.: 14154C
 Customer PO:
 Shipment Date: 04/29/14
 Shipment Method: UCI DELIVERY TRUCK

Phone: Fax:

STATE AGENCY BILLING INFORMATION

FUND	DEPT / UNIT	APPN UNIT	OBJECT	ACTIVITY	FUNCTION	PROGRAM
5493						

Line No.	Item No.	Variant	Description	Qty		Unit Price	Total Price
				Unit	Ordered		
10000			Wasatch High School - Asbestos Testing & Survey	EACH	4,800	4,800	1.00 4,800.00

30-999-4-9999-4200-710

POSTED

*WIFS DEVA
FH*

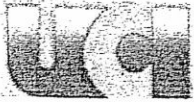
Subtotal: 4,800.00
 Total Sales Tax: 0.00

BALANCE DUE: \$4,800.00

NET 30 DAYS

Utah Correctional Industries

SALES INVOICE



Inquiries
 State Agency Accts: 801.576.7819
 Non State Agency Accts: 801.576.7835
 Finance Office Fax: 801.576.7735

DATE 04/30/14

Invoice Number: 47UC0003207

Account Number: S000000121C

Remit To: Utah Correctional Industries
 PO Box 850 Draper, UT 84020

891126

CUSTOMER INFORMATION:

Bill To: Wasatch County School Dist.
 Attn: Accounts Payable
 101 E 200 N
 Heber City, UT 84032
 Jonathan Devenish ext. 4109
 jonathan.devenish@wasatch.edu
 Phone: (435) 654-0280 Fax: (435) 654-4714

INDUSTRIES INFORMATION:

Construction
 14126 S. Pony Express Rd
 Po Box 850
 Draper, UT 84020
 Phone: 801-576-7707 Fax: 801-576-7748
 Toll Free: 877.824.7446
 Remit To: Utah Correctional Industries
 PO Box 850 Draper, UT 84020

Ship To: Wasatch County School Dist.
 Attn: Accounts Payable
 101 E 200 N
 Heber City, UT 84032
 Jonathan Devenish ext. 4109

UCI Order No.: SO4707897
 UCI Job No.:
 Customer PO:
 Shipment Date: 04/29/14
 Shipment Method: UCI DELIVERY TRUCK

Phone: Fax:

STATE AGENCY BILLING INFORMATION

FUND	DEPT / UNIT	APPN UNIT	OBJECT	ACTIVITY	FUNCTION	PROGRAM
5493						

Line No.	Item No.	Variant	Description	Unit	Qty	Qty	Unit Price	Total Price
					Ordered	Invoiced		
10000			Wasatch High School - Asbestos Abatement	EACH	147,500	147,500	1.00	147,500.00
11000			FINAL BILLING		147,500			

30.999. 4.9999. 4200. 710

POSTED

*WHS DEVO
FH*

Subtotal: 147,500.00
 Total Sales Tax: 0.00

BALANCE DUE: \$147,500.00

NET 30 DAYS

Old Wasatch High School Site Demolition Agreement

AIA Document A101-2007, Standard Form of Agreement between Owner and Contractor as amended as set forth herein.

This OLD WASATCH HIGH SCHOOL SITE DEMOLITION AGREEMENT (the "Agreement") is effective as of the 20th day of March, 2014

BETWEEN the Owner:
Wasatch County School District
101 East 200 North
Heber City, UT 84032
Tele: 435.654.0280
Fax: 435.654.4714

And the Contractor:
Grant Mackay Company, Inc., a Utah corporation
1055 West 500 South
West Bountiful, UT 84087
Tele: 801.972.6406

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND COMPLETION

- § 3.1 The date of commencement of the work shall be April 15, 2014.
- § 3.2 The Contract Time shall be measured from the date of commencement.
- § 3.3 The Contractor shall achieve Completion of all Work not later than June 18, 2014, subject to adjustments of this Contract Time as provided in the Contract Documents. Time is of the essence

in the timely completion of the Work. Contractor acknowledges that the failure to achieve Completion and Owner Occupancy by June 18, 2014, will result in incalculable and irreparable damage to Owner and that Owner has no adequate remedy at law for such breach. The parties hereto also recognize the delays, expense and difficulties involved in providing a legal proceeding the actual loss sustained by Owner if the Work is not completed on time. Therefore, Contractor agrees to immediately pay to Owner \$1000.00 for each calendar day or portion thereof that the Project remains uncompleted beyond June 18, 2014.

Contractor further acknowledges that the sums to be paid pursuant to this Section (i) constitute agreed upon and liquidated damages for delay only, and not a penalty; (ii) represent a reasonable and good faith attempt by Owner and Contractor to ascertain the minimum damages that would be suffered by Owner in the event of the failure of Contractor to timely achieve Substantial Completion and Owner Occupancy or complete Punch List Work; and (iii) shall not prevent Owner from pursuing Claims for other non-delay damages, such as costs to complete or remedy defective work.

§ 3.4 Punch List. When the Project has been tested and completed in accordance with the Contract Documents, Contractor shall advise Owner in writing if it believes the Project has achieved Substantial Completion and submit to Owner a list of items to be completed or corrected. The Owner shall have the right to observe the Work to determine compliance with the Contract Documents. Any defective work shall be completed or corrected by Contractor before Completion date, except that any defective work which Owner, in its sole judgment deems insignificant shall be listed on a completion list (the "Punch List") and shall not affect the achievement of Substantial Completion. The failure to include any item on the Punch List does not alter the responsibility of the Contractor to complete the Work in accordance with the Contract Documents. Contractor shall complete all items on the Punch List in accordance with the Contract Documents, including, without limitation, correction of defective work, retesting and inspection, no later than thirty (30) days after notice by Owner of such defective work, or such other period of time as may be agreed to by Contractor and Owner.

§ 3.5 Completion. Contractor shall notify Owner at least ten (10) days in advance of the anticipated date of Substantial Completion. Owner shall have the right to exclude Contractor and its Subcontractors from the Work after the date of Completion but Owner shall allow Contractor and its Subcontractors reasonable access to complete or correct items on the Punch List

§ 3.6 Final Completion. Final completion shall occur only after:

§13.3.1 the Work has successfully achieved Substantial Completion; and

§13.3.2 all Punch List items have been fully completed by Contractor in accordance with the Contract Documents.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Eighty Four Thousand

Fifty Nine Dollars and 95/100 (\$484,059.95), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternatives, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

Base Bid: \$484,059.95

TOTAL: \$484,059.95

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Owner not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201m-2007, General Conditions of the Contract for Construction;
2. Add that portion of the Contract Sum properly allocable to materials and

equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (5%);

3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

1. Add, upon Completion of the Work, a sum sufficient to increase the total payments to the full amount of the contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Omitted

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Documents A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the full performance of the Contract by the Contractor and the receipt, by the Owner, of the final pay application.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 DISPUTE RESOLUTION/ LITIGATION

The parties, may, but are not required, to mediate any dispute that arises between them. If the parties elect to mediate the dispute or Claim, the parties shall select a mutually agreed upon mediator, and the parties are not required to use the American Arbitration Association. The Parties hereto consent to exclusive jurisdiction and venue in the courts of Wasatch County, State

of Utah to settle any dispute or Claim not otherwise resolved. In the event that either party fails to carry out its obligations hereunder, the party in default shall pay all costs and expenses, including attorneys' fees (including any incurred in connection with any appeal), incurred by the other party in enforcing its rights or in obtaining redress for the breach, whether by filing suit or otherwise.

ARTICLE 7 TERMINATION OR SUSPENSION

- § 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.
- § 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

- § 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. Where this Agreement conflicts or is inconsistent with AIA Document A201-2007, the terms of this Agreement shall govern.
- § 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at six percent (6%) per annum.
- § 8.3 The Owner's representative:
Keith Johansen, Business Administrator
Wasatch County School District
101 East 200 North
Heber City, UT 84032
Tele: 435.654.0280
Fax: 435.654.4714
- § 8.4 The Contractor's representative:
Bryce Christensen
Grant Mackay Company, Inc.
1055 West 500 South
West Bountiful, UT 84087
Tele: 801.972.6406
- § 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

- § 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor as amended as set forth herein.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:
Not Used

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

ARTICLE 10 INSURANCE AND BONDS

§ 10.1 The Contractor shall purchase and maintain insurance as set forth in Article 11 of AIA Document A201-2007.

Type of Insurance: Liability Limit of liability amount (\$2,000,000.00)

§ 10.2 The Contractor shall obtain payment and performance bonds in the amount of 100% of the full Contract Sum which is \$484,059.95.

ARTICLE 11 SUBCONTRACTORS

The requirements set forth in Article 5 of the AIA Document A201-2007, General Conditions of the Contract for Construction apply to this Agreement insofar as they are not inconsistent with the following:

§11.1 Contractor shall be responsible for the management of all Subcontractors and shall administer the construction and installation contracts for the Work using Contractor's best skill and attention in consultation with Owner. Contractor shall supervise and inspect the Work to the extent necessary to determine that the Work is being performed in accordance with the Contract Documents, that all Subcontractors and Sub-Subcontractors are being timely paid, and that no Claims have been filed. Contractor shall give Owner prompt written notice of defective work and shall take all steps necessary to have the Subcontractors correct or remedy such defective work. Any problems with the Work which are brought to the attention of Contractor by Owner shall be promptly and appropriately addressed by Contractor. A written summary of any action taken with respect to any such problems shall be submitted to Owner. Contractor shall schedule and coordinate the Work performed by all Subcontractors on the Project, review all Applications for Payment and certify such Applications for Payment to the Owner in accordance with the Contract Documents. Contractor shall supervise the completion of punch list items by Subcontractors to ensure that such work is completed in a timely and acceptable fashion, and, in addition to its other rights and remedies hereunder, Owner shall have the right to hold any retainage permitted hereunder to assure such supervision. Contractor shall be and remain primarily and directly liable to Owner for any Work subcontracted. Contractor shall not be allowed any schedule extension or recovery of any added costs due to any delay or default of any

Subcontractor. No adjustments in the Contract Sum shall be made which directly or indirectly compensates Contractor or Subcontractors for any incremental cost increases incurred as a result of its delay.

§11.2 All contracts with Subcontractors, including all general or supplementary conditions, shall:

§11.2.1 Be in writing;

§11.2.2 Be subject to the terms and conditions of the Contract Documents insofar as applicable;

§11.2.3 Include satisfactory insurance warranties, guaranties and duties from such subcontractors;

§11.2.4 Provide that such warranties, guaranties and duties shall be for the benefit of, and enforceable by the Owner; and

§11.2.5 Be in form and substance acceptable to Owner. Such contracts with approved subcontractors are hereinafter referred

§11.3 In the event of the default or breach of warranty by any Subcontractor, Contractor shall promptly proceed, either separately or in conjunction with others, to pursue any available remedies against the Subcontractor so in default. Contractor will promptly advise Owner of the steps it intends to take in connection with any such default. If Contractor does not take such action, Owner, upon three (3) calendar days prior written notice to Contractor, may, at the expense of Contractor, and in the name of Contractor or in its own name, take such action and any other reasonable action involving any such Subcontractor or surety which Owner deems reasonably necessary, and in such event Contractor shall fully cooperate with Owner and shall reimburse Owner for all costs and expenses (including reasonable attorneys fees) incurred by Owner in so doing.

ARTICLE 12 CHANGE ORDERS/MODIFICATIONS

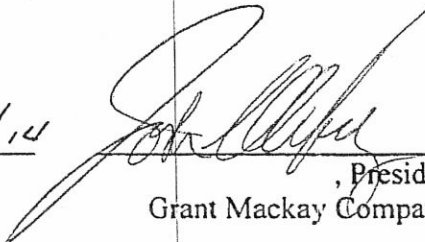
§ 12.1 Owner may, without invalidating this Agreement, at any time by written order issued by Owner's authorized representative, and without notice to Contractor's sureties, make changes in, additions to and omissions from, the Work to be performed and materials to be furnished under the Contract Documents, and Contractor shall promptly proceed with performance as so changed. A Modification shall not in any event entitle Contractor to an increase in the Contract Sum or the Contract Time unless and only to the extent such modification or change causes an increase in cost to Contractor of more \$500 due to additional Work by Contractor. Any increase or decrease in the Contract Sum resulting from such changes shall be agreed upon in advance in writing by the parties hereto; provided, however, that in no event shall the percentage amount of the Fee be increased as a result of the Modification. Except as provided in the foregoing sentence, no increase or decrease in the Contract Price shall be binding on Owner unless agreed upon in advance in writing. No alteration, change, addition or omission shall be made in the Work or in the manner or method of performance of the same, except upon written Modification

- § 12.2 Prior to the issuance of a Modification, Owner may require Contractor to furnish to Owner a detailed breakdown showing the difference in value of the work, labor, services, equipment, and materials altered, added, omitted or changed by the proposed Modification and the effect of such proposed Modification on the Contract Time. The failure of Contractor to promptly commence performance of any Modification, when so directed in writing by Owner, whether or not all terms have been agreed upon, may be deemed by Owner to be a material breach and Contractor held in default of this Agreement.
- § 12.3 Any extension of time needed as a result of a proposed Modification shall be requested by Contractor, in writing, prior to the issuance of the Modification. There shall be no other monetary or time allowance, direct or indirect, to Contractor other than what is specifically written in the Modification, including, but not limited to, delays, suspensions, escalations, impact or other cost factors. Where unit prices are stipulated in the agreement, all adjustments, whether increases or decreases, shall be made in accordance with said units. Said units shall be deemed to include all general and administrative expenses, overhead, profit, supervision, extended performance cost factors, and all other direct and indirect expenses. If Owner directs the Modification work to be done by Contractor on a time and material basis, Contractor shall prepare daily time and material invoices which shall be submitted to Owner on a daily basis. No payment shall be made by Owner for holiday or other nonworking time, unless mandated by union agreement and approved in advance by Owner. Contractor shall in no event be entitled to, nor shall it receive any compensation or allowance for any Modification in an amount greater than that which Owner actually approved by Modification. The issuance of any Modification and payment thereof, prior to completion and acceptance of the Project, shall not preclude Owner from questioning the validity thereof and recouping payment therefor, where, on final settlement, it appears that the Modification work was neither extra nor additional work under a proper interpretation of the Contract Documents. No Modification shall vary, abrogate, avoid, or otherwise affect the terms, conditions and provisions of the Contract Documents except as specifically set forth in the Modification

This Agreement is effective as of the day and year first written above.

Signed:


Date: 03/20/14
Blaik Baird, WCSD Board President


Date: 4-9-14
, President
Grant Mackay Company, Inc.

REQUEST FOR PROPOSAL
Demolition of Buildings and Improvements on the Old Wasatch High School
Property

Notice is hereby given that Wasatch County School District, 101 East 200 North, Heber City, Utah 84032, (435) 654-0280, fax (435) 654-4714, is accepting Proposals from demolition contractors for the following project:

Demolition of Buildings and Improvements on the Old Wasatch High School
Property located at 64 E 600 S Heber City, UT 84032

Proposals shall be submitted in accordance with the Specifications. These documents may be examined and copies obtained on or after 9:00 a.m. on February 21, 2014, at the office of Wasatch County School District. Copies may be requested by emailing francis.harrison@wasatch.edu.

Any questions during the bidding phase must be emailed to Francis Harrison @ francis.harrison@wasatch.edu. A **mandatory** job walk of the site for those submitting Proposals will be held on March 3, 2013 at 10:00 a.m. at the site.

The scope of work is provided in the Specifications. **Proposals are due no later than 10:00a.m., March 7, 2014**, at the Wasatch County School District Office. By submitting a Proposal on this project, each offeror certifies that they are in compliance with all current local, state, and federal regulations and are using the electronic verification system (e-verify) to confirm the work eligibility status of all workers hired on or after July 1, 2009. A 5% bid bond is required with each Proposal. The successful contractor will be required to submit 100% payment and performance bonds before work begins.

The Board of Education of Wasatch School District reserves the right to accept or to reject any or all proposals, or waive any informality in a proposal.



101 East 200 North
Heber City, Utah 84032
(435)654-0280 fax (435)654-4714

REQUEST FOR

PROPOSAL

FOR

Demolition of the Old Wasatch High School and Buildings located on approximately 9.6 acres at 64 East 600 South, Heber City, UT 84032

February 21, 2014

RFP IS DUE: March 7, 2014, 10:00 a.m.
LAST TIME FOR QUESTIONS: March 5, 2014, 10:00 a.m.

SCOPE: This solicitation is being offered with the intent that Wasatch County School District (WCSD) will enter into a Contract, with a Contractor, to demolish and remove all buildings, concrete, asphalt, and other current site improvements of the Old Wasatch High School and associated structures located on the approximate 9.6 acre site located at 64 East 600 South, Heber City, UT, 84032.

Request for Proposal Requirements

1. **FIRM'S EXPERIENCE:** Provide a profile of the firm's experience demolishing and removing debris of similar structures. Include five facilities similar to the proposed facilities (Approximately 170,000 sq. ft. high school, 10,000 sq. ft. warehouse/office structure, and 800 sq. ft. residence), completed in the past 10 years, with at least two facilities demolished in the past 5 years. Focus should be on, but is not limited to similar projects.
(20 points) (5 page maximum)

2. **REFERENCES:** List the following for the clients named under "Firm's Experience": Include the following information for each client:
 - A. Name and address of the client
 - B. Name, email, and telephone number for contact person.
 - C. Name of the project completed
 - D. Size and scope of the project completed

*Note: Insure that each named reference is willing to reply in a timely manner to a short email survey by WCSD.

(10 points) (3 page maximum)

3. **CHANGE ORDERS:** Demonstrate, using three (3) of the projects listed in Item #2 (References), the following:
 - A. Project name and owner
 - B. Bid amount
 - C. Number and cost of contractor requested change orders
 - D. Number and cost of owner/architect requested change orders
 - E. Final project cost

(5 points) (2 page maximum)

4. **FINANCIAL STATEMENT:** Provide a financial statement for the firm demonstrating the current financial status of the firm. List the firm's bonding limits with the financial data. This may be provided in a separate sealed envelope marked 'confidential'.
(5 points) (4 page maximum)
5. **INSURANCE:** Provide proof of liability insurance and other insurance coverage currently maintained by the firm.
(5 points) (2 page maximum)
6. **DISPUTE RESOLUTION:** Describe any litigation, arbitration, or other alternative dispute resolution proceedings your firm has been involved in.
(5 points) (2 page maximum)
7. **COST:** Submit the total cost for demolition and removal and disposal of all improvements as defined in this RFP. Bid amount must be listed on the "Vendor Response Form" included with the RFP documents and must be sealed in a separate sealed envelope with the 5% Bid Bond labeled "Vendor Response Form". Bid amount listed must be the Contractor's best and final offer to complete the project.
(50 points)(2 pages maximum)

REQUEST FOR PROPOSALS SUBMITTAL

RFP's must be received by the posted "due date and time" as listed in the advertisement. RFP's received after the deadline will be late and ineligible for consideration.

Submittals should be concise and address the seven (7) items listed in the RFP. Submittals shall be limited to one (1) cover page / letter and a maximum of 20 single sided pages. Submit RFP's in 8 ½" x 11" page size. Spiral bound or three ring binders are acceptable with a divider tab numbered for each item of information requested. **Divider tabs must be numbered and labeled in the same order as listed in the RFP.** Proposals that are not submitted in the format described may be disqualified as non-responsive. Minimum font shall be 12 point.

PRESENTATION

Based on the information from the Request for Proposal, it is anticipated that formal presentations may be requested at the discretion of the selection committee.

QUESTIONS

Any questions regarding this solicitation are to be directed to Francis Harrison at francis.harrison@wasatch.edu. All questions asked will be answered by addendum from Francis Harrison. The final day for questions is March 5, 2014 at 10:00 a.m. MST. This will allow an addendum to be issued, if necessary, allowing all those requesting the RFP to receive the answers to all questions asked and all answers given. During the solicitation process vendors shall not contact the customer (District and/or School Administration and/or District Staff other than those listed in this solicitation). Contact of this nature may result in the rejection of your submission.

APPROXIMATE CONSTRUCTION TIME LINE

February 21, 2014	<i>RFP is Advertised</i>
March 7, 2014	<i>RFP is Due</i>
March 20, 2014	<i>Contract is awarded at Board of Education meeting</i>
April 16, 2014	<i>Demolition begins</i>
June 15, 2014	<i>Demolition is complete</i>

EVALUATION

RFP's will be evaluated by the Contractor Selection Committee using the following score sheet:

**Wasatch County School District
Demolition of Old WHS
RFP Scoring Sheet**

Date:

Scoring as follows:

- 0 = No response
- 1 = Poor , does not meet requirement
- 2 = Partially responsive
- 3 = Average response
- 4 = Above average
- 5 = Excellent

Firm Name:

	Points Possible	Score (0-5)	Weight	Points
1. Firm Experience	20		X4	
2. References	10		X2	
3. Change Orders	5		X1	
4. Financial Statement	5		X1	
5. Insurance	5		X1	
6. Dispute Resolution	5		X1	
7. Cost	50		X10	
TOTAL POINTS	100 Points Possible		TOTAL	

**REQUEST FOR PROPOSAL (RFP)
INSTRUCTIONS AND GENERAL PROVISIONS**

- 1. AUTHORITY:** This procurement process is being conducted as authorized by Wasatch County School District Board of Education pursuant to the authority set forth in 63G, Utah Code Annotated, 1953, as amended. No Wasatch County School District Board Member or employee shall be contacted in regards to this solicitation other than those listed herein. Such contact may result in the disqualification of your proposal.
- 2. SUBMITTING THE RFP:** All RFP's shall be delivered to Wasatch County School District, 101 E 200 N, Heber City, Utah 84032, on or before the date and time listed in the advertisement of the Request for Proposal. RFP's shall be labeled with the "Due Date and Time" and signed in ink by the offeror. RFP's, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Administrative Rules, section R33-3-209. Facsimile transmission of RFP's to Wasatch County School District will not be considered.
- 3. RFP PREPARATION:** The delivery time of services is critical and shall be adhered to as specified. By submitting the RFP, the offeror certifies that all of the information provided is accurate and that they are able to provide the service(s) specified within the time frame listed in the RFP. The RFP may not be withdrawn for a period of 60 days from the due date.
- 4. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Answers to questions submitted to the designated representative of Wasatch County School District will be answered by written addendum and distributed to all prospective offerors. Offerors are cautioned not to consider verbal modifications.
- 5. PROTECTED INFORMATION:** Suppliers are required to mark any specific information contained in their offer which they are claiming as "protected" and not to be disclosed to the public or used for purpose other than the evaluation of the offer. Each request for non-disclosure must be made by written request explaining why the information is to be protected. All material submitted becomes the property of Wasatch County School District and may be returned only at the option of Wasatch County School District. Only items legally deemed protected will not become public information. Entire proposals are not considered confidential.
- 6. ACCEPTANCE OF RFP:** Wasatch County School District can reject any or all RFPs, and can waive any informality, or technicality in any RFP received, if Wasatch County School District believes it would serve the best interest of Wasatch County School District. The names of the offerors of the RFP will become public information immediately following the "Due date and time". During the evaluation process, only those chosen as members of the selection committee will be allowed to see the information contained in the RFPs. Following the award decision, all RFPs become public information except for items legally deemed as protected information.

8. BOARD OF EDUCATION APPROVAL: Contracts and/or services procured as a result of this procurement process shall not be legally binding without the approval of the Wasatch County School District Board of Education.

9. DEBARMENT: By submitting the RFP, the offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or are voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the offeror cannot certify this statement, attach a written explanation for review by Wasatch County School District.

10. GOVERNING LAWS AND REGULATIONS: All Wasatch School District purchases are subject to the Utah Procurement Code, Title 63G, as amended and current Wasatch County School District procurement policies.

11. EMPLOYEE STATUS VERIFICATION: By submitting the RFP, offerors certify that they are in compliance with Utah Code 63-99a-103 which requires those entering contracts with public agencies to certify they are using the status verification system (e-verify) for employees hired on or after July 1, 2009.

12. LEGAL DISPOSAL OF DEBRIS: By submitting a Proposal to this RFP, offerors certify that the disposal of all materials from this project meets all local, state, and federal regulations in force during the entire duration of the project. Wasatch County School District will provide for the removal of asbestos to the extent possible in the existing structures under a separate contract.

13. LIQUIDATED DAMAGES: Liquidated damages in the amount of \$1000.00 per day will be assessed for each calendar day the project is not complete beginning June 16, 2014.

14. STORM WATER POLLUTION PREVENTION PLAN (SWPPP): The successful bidder shall develop, maintain, and acquire the permit for a Storm Water Pollution Prevention Plan as required by the State of Utah. A copy shall be provided to Wasatch County School District before demolition begins.

15. CONTRACTOR MUST AGREE TO THE ATTACHED WASATCH COUNTY SCHOOL DISTRICT STANDARD TERMS AND CONDITIONS.
(See Attachment)

WASATCH COUNTY SCHOOL DISTRICT
Vendor Response Form

DELIVER TO:
Wasatch County School District
101 East 200 North
Heber City, UT 84032
435-654-0280

COMPLETE THE FOLLOWING:

Company: _____
Address: _____

Contact Person: _____ E-Mail: _____

Phone: _____ Fax: _____

**BEFORE REPLYING PLEASE READ THE WASTACH COUNTY
SCHOOL DISTRICT
CONTRACT STANDARD TERMS AND CONDITIONS**

The undersigned hereby declares, as Bidder, that he / she has reviewed all of the plans and specifications and is willing to comply with the Wasatch County School District documents titled:

**Demolition of Old Wasatch High School
64 East 600 South, Heber City, UT**

Having considered all the conditions affecting material, transportation, and services necessary to complete the work set forth in the contract documents, in strict accordance therewith for the Bid Sum of:

Bid \$ _____ Dollars

PLEASE READ AND SIGN:

1. Any deviation from specifications must be clearly noted. Only written specifications and instructions are valid.
2. Bids must be received at Wasatch School District: 101 East 200 North, Heber City, UT 84032, by the "Due Date and Time" listed in the advertisement.
3. The undersigned certifies that he/she is willing and able to furnish services in strict accordance with the requirements of this Request for Bids.
4. In compliance with the Americans with Disabilities Act, individuals needing special accommodations to submit this RFP should notify Wasatch County School District, 435-654-0280, at least 36 hours prior to the time special accommodations will be required.

Failure to sign below in ink may result in being rejected.

Signature: _____ Title: _____
Print or Type
Name: _____ Phone Number: _____








Google earth

feet 700
meters 200



Old Wasatch High School Property
64 East 600 South, Heber City, Ut 84032

-  Existing water meter to remain. Three total.
Demolition contractor to protect
-  Existing fire hydrant. Two total.
Demolition contractor to protect
-  Existing overhead power line
Demolition contractor to protect
-  Heating fuel oil tank location
-  Approximate sewer line location. Three total.

Three sewer lines to be located, capped and marked at the property line.

Three water lines to be capped at the existing customer side of the water meter.

Salvage rights of all buildings and their contents belong to the demolition contractor.

Excavations of more than 4' to be filled with structural fill material and compacted to 95% in lifts not to exceed 10'.

Underground fuel oil tank to be pumped and cleaned under separate contract.
Soil samples at the fuel oil tank location under separate contract. Demolition contractor shall excavate and remove the fuel oil tank. Size is approximately 8 ft diameter by 22 ft. long.

**ATTACHMENT A: WASATCH COUNTY SCHOOL DISTRICT (WCSD)
CONTRACT STANDARD TERMS AND CONDITIONS**

1. **AUTHORITY:** Provisions of this contract ("Contract") are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the WCSD to purchase certain specified services, and other approved purchases for the WCSD.
2. **CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE:** The provisions of this Contract shall be governed by the laws of the State of Utah.
3. **LAWS AND REGULATIONS:** The person or entity contracting with WCSD under this Contract ("Contractor") and any and all supplies, services, equipment, and construction furnished under this Contract will comply fully with all applicable Federal, and State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract. These records shall be retained by the Contractor for at least four years after the Contract terminates, or until all audits initiated within four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and WCSD staff, access to all the records for this Contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **TIME:** The Contractor shall complete the scope of services work in a manner to achieve any milestones identified in the procurement documents related to this Contract and the attachments to this Contract. The full scope of services work shall be completed by any applicable deadline stated in the solicitation.
6. **TIME IS OF THE ESSENCE:** For all work and services under this Contract, time is of the essence and Contractor shall be liable for all damages to WCSD and anyone for whom WCSD may be liable, as a result of the failure to timely complete the scope of work required under this Contract.
7. **PAYMENT:**
 - 7.1. Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate WCSD official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue.
 - 7.2. The contract total may be changed only by written amendment executed by authorized personnel of the parties. Unless otherwise stated in the Contract, all payments to the Contractor will be remitted by mail.
 - 7.3. The acceptance by the Contractor of final payment without written protest filed with WCSD within ten (10) working days of receipt of final payment shall release WCSD from all claims and all liability to the Contractor for fees and costs of the performance of the services pursuant to this Contract.
8. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
9. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Contractor agrees to the following:
 - 9.1. Status Verification System
 - 9.1.1. Contractor certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302.
 - 9.1.2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable employee status verification immigration laws including Utah Code Ann. Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
 - 9.1.3. WCSD will not consider a proposal for award, nor will it make any award, where there has not been compliance with this Section.
 - 9.1.4. Signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws, including Utah Code Ann. Section 63G-12-302
 - 9.2. Indemnity Clause for Status Verification System
 - 9.2.1. Contractor (includes, but is not limited to any Contractor or Consultant) shall protect, indemnify and hold harmless, WCSD and its officers, employees, agents, representatives and anyone that WCSD may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Contractor's subcontractor or subconsultant at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
10. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of WCSD, unless disclosure has been made in accordance with Section 67-16-8, Utah Code Annotated, 1953, as amended. Contractor also represents that it has no conflict of interest in performing the services for WCSD under this Contract, unless such conflict of interest has been disclosed to WCSD and approval to proceed, notwithstanding the conflict, has been obtained from WCSD in writing.
11. **CONTRACTOR AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind WCSD to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for WCSD, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the WCSD. The Contractor shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from WCSD for these Contract services. Persons employed by WCSD and acting under the direction of WCSD shall not be deemed to be employees or agents of the Contractor.
12. **EMPLOYMENT PRACTICES CLAUSE:** The contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place. Contractor also agrees to abide by any laws and policies of WCSD regarding any of the above mentioned prohibitions in this paragraph.
13. **PERFORMANCE EVALUATION:** WCSD may conduct a performance evaluation of the Contractor's services, including specific personnel of the Contractor. References in the Contract to Contractor shall include Contractor, Contractor's subcontractors, or subconsultants at any tier, if any. Results of any evaluation will be made available to the Contractor.
14. **WAIVERS:** No waiver by WCSD or Contractor of any default shall constitute a waiver of the same default at a later time or of a different default.
15. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal authority, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
16. **RENEGOTIATION OR MODIFICATIONS:** This Contract may be amended, modified, or supplemented only in written amendment to this Contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of this Contract. Automatic renewals will not apply to this Contract.
17. **SUSPENSION/DEBARMENT:** The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract), by any governmental department or agency in the United States, including any federal, state or local agency. If the Contractor cannot certify this statement, attach a written explanation for review by WCSD. The Contractor must notify WCSD within 30 days if suspended or debarred by any governmental entity during the Contract period.
18. **TERMINATION:**
 - 18.1. Unless otherwise stated in the Additional Terms and Conditions of WCSD, if applicable, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which this Contract may be terminated for cause. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

- 18.2. In the event of such termination, the Contractor shall be compensated for services properly performed under this Contract up to the effective date of the notice of termination. The Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from WCSD is limited to full payment for all work properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of the Contractor having to terminate contracts necessarily and appropriately entered into by the Contractor pursuant to this Contract. Contractor further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, and any and all documents produced by Contractor under this Contract up to the date of termination are the property of WCSD and shall be promptly delivered to WCSD.
19. **INSURANCE:**
- 19.1. To protect against liability, loss and/or expense in connection with the performance of services described under this Contract, the Contractor shall obtain and maintain in force during the entire period of this Contract without interruption, at its own expense, insurance as listed below from insurance companies authorized to do business in the State of Utah and with an A.M. Best rating as approved by the State of Utah Division of Risk Management.
- 19.2. The following are minimum coverages that may be supplemented by additional requirements contained in the solicitation for this Contract in an Attachment to this Contract:
- 19.2.1. Worker's Compensation Insurance and Employers' Liability Insurance. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction.
- 19.2.2. Professional liability insurance in the amount as described in the solicitation for this Contract, if applicable.
- 19.2.3. Any other insurance described in the solicitation for this Contract, if applicable.
- 19.3. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order.
20. **STANDARD OF CARE:** The services of Contractor and its subcontractors and subconsultants at any tier, if any, shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude and complexity of the services that are the subject of this Contract. The Contractor shall be liable to WCSD for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. another Contractor's claim against WCSD), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.
21. **WCS D REVIEWS, LIMITATIONS:** The right of WCSD to perform reviews and/or comment upon the services of the Contractor, as well as any approval by WCSD, shall not be construed as relieving the entity/user, approval or acceptance, or payment for any of the services required under this Contract. No review by WCSD or any entity/user, approval or acceptance, or payment for any of the services required under this Contract shall be construed to operate as a waiver by WCSD of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract, and the Contractor shall be and remain liable to WCSD in accordance with applicable law for all damages to WCSD caused by the wrongful acts, errors and/or omissions of the Contractor or its subcontractors or subconsultants at any tier, if any.
22. **SALES TAX EXEMPTION:** The WCSD sales and use tax exemption number is 11944465-003-STC. The tangible personal property or services begin purchased are being paid from WCSD funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Contract.
23. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related sales orders, and invoices shall be public documents, and shall be available for distribution. Contractor gives WCSD express permission to make copies of this Contract, related sales orders, and invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except Contractor's response to the solicitation, if applicable, will be a public document, and copies may be given to the public under GRAMA laws. This permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
24. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold WCSD, its officers, agents and employees, harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Contract.
25. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of WCSD.
26. **DEFAULT AND REMEDIES:**
- 26.1. Any of the following events will constitute cause for WCSD to declare Contractor in default of this Contract:
- 26.1.1. Nonperformance of contractual requirements; or
- 26.1.2. A material breach of any term or condition of this Contract.
- 26.2. Should Contractor be in default under any of the provisions under Subsection 26.1 above, WCSD will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, WCSD may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Contract and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Contract; and/or (4) Suspend Contractor from receiving future solicitations.
27. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WCSD may terminate this Contract after determining such delay or default will reasonably prevent successful performance of this Contract.
28. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to WCSD is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of WCSD or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
29. **CONFLICT OF TERMS:** In order for any terms and conditions of the Contractor to apply to this Contract, they must be in writing and attached to this Contract. No other terms and conditions of the Contractor will apply to this Contract, including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the terms and conditions in the Contract, the order of precedence shall be: (1) Attachment A: WCSD Terms and Conditions; (2) Additional Terms and Conditions of WCSD; (3) Terms and Conditions of the Contractor, if any.
30. **ENTIRE CONTRACT:** This Contract including all attachments and documents incorporated hereunder, and the related WCSD solicitation documents, if any, constitutes the entire Contract between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Contract shall supersede any additional or conflicting terms or provisions that may be set forth or printed on Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of WCSD. The parties agree that the terms of this Contract shall prevail in any dispute between the terms of this Contract and terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Contract.
31. **DISPUTE RESOLUTION:** In the event of any dispute under this Contract prior to any filing in any judicial proceedings, the parties agree to participate in good faith in the mediation of the dispute. WCSD after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of the dispute. If WCSD appoints such an expert or panel, WCSD and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

WASATCH COUNTY SCHOOL DISTRICT
DEMOLITION OF OLD WASATCH HIGH SCHOOL AND BUILDINGS

March 3, 2014

ADDENDUM NUMBER ONE

TO THE SPECIFICATIONS TITLED "DEMOLITION OF OLD WASATCH HIGH SCHOOL AND BUILDINGS".

TO ALL CONTRACTORS SUBMITTING BIDS ON THE ABOVE LISTED PROJECT:

This Addendum Number One is hereby made a part of the Bid Documents pertaining to the above offering and shall be binding upon each individual submitting Bid's. It shall be the responsibility of the Contractor to notify any of his/her subcontractors and suppliers concerning the contents of this Addendum as they specifically apply to them.

ITEM #1

See attached drawings of some buildings involved in the demolition.

END OF ADDENDUM #1

WASATCH COUNTY SCHOOL DISTRICT
DEMOLITION OF OLD WASATCH HIGH SCHOOL AND BUILDINGS

March 5, 2014

ADDENDUM NUMBER TWO

TO THE SPECIFICATIONS TITLED "DEMOLITION OF OLD WASATCH HIGH SCHOOL AND BUILDINGS".

TO ALL CONTRACTORS SUBMITTING BIDS ON THE ABOVE LISTED PROJECT:

This Addendum Number two is hereby made a part of the Bid Documents pertaining to the above offering and shall be binding upon each individual submitting Bid's. It shall be the responsibility of the Contractor to notify any of his/her subcontractors and suppliers concerning the contents of this Addendum as they specifically apply to them.

ITEM #1

The dates for demolition have been changed with a start date of April 18, 2014 to be completed no later than June 18, 2014.

ITEM #2

Wasatch School District will remove all known fluorescent light tubes and PCB containing ballasts under separate contract before demolition begins.

ITEM #3

Trees adjacent to Highway 40 to remain, all other trees and landscaping to be removed.

ITEM #4

6 Ft. chain link temporary fencing shall be provided by the contractor around the entire site perimeter.

ITEM #5

Wasatch School District will retire known natural gas lines at the property line. Power will also be disconnected and transformer removed under separate contract.

ITEM #6

The following questions were asked and answers given to date:

- Question 1: Will there be any special permits required?
Answer 1: SWPPP and Utah DAQ Notification
- Question 2: Will the school district be paying the fees for the division of air quality notification?
Answer 2: Yes
- Question 3: Will temporary fencing be required?
Answer 3: 6ft. chain link temporary fencing is required on the entire perimeter of the site.
- Question 4: Do the Tennis Courts Stay
Answer 4: Yes
- Question 5: Does the landscaping stay?
Answer 5: Mature trees along US Hwy 40 remain, all other landscaping removed.
- Question 6: Can the backfill be done with crushed material? Can the material be crushed on site?
Answer 6: Backfill can be done with crushed concrete. Contractor shall verify with Heber City if material can be crushed on site.
- Question 7: What utilities are on the property?
Answer 7: Known Questar Gas lines will be terminated at property line by school district before demolition. Overhead power line to be protected by contractor. Heber City water to be capped on customer side of three known meters by contractor. Three known sewer lines to be capped at property line by contractor.
- Question 8: Does the conduit in the ground need to be removed:
Answer 8: Conduit needs to be removed to a depth of 12" below finish grade.
- Question 9: Do the Fire Hydrants need to be protected?
Answer 9: 2 known fire hydrants on site need to be protected.
- Question 10: Does the school district have ties with the water company to use the hydrants?
Answer 10: Contractor shall arrange with Heber City Public Works any use of existing fire hydrants.
- Question 11: Has the refrigerant been recovered? If not will it be done before demolition?
Answer 11: All known refrigerant will be removed before demolition by the school district.

- Question 12: Does the school district have everything they want out of the building?
Answer 12: The school district will only keep those items identified at the walk thru.
- Question 13: Can the concrete be crushed on site?
Answer 13: No restriction from the school district, contractor shall verify with Heber City that concrete crushing can be done on site.
- Question 14: Do the storms drains on site need to be removed or can they be left in place?
Answer 14: Sumps shall be filled.
- Question 15: Are there any other major utility lines on the property? Fiber Optic line?
Answer 15: Known utilities on the site that will remain have been identified on the RFP map.
- Question 16: Where are the tunnels? How big are they? What are they made of? Is there piping in them?
Answer 16: Typical tunnels exist in original building and 1980 addition. See footing and foundation plan in addendum 1 for partial tunnel layout.
- Question 17: Has the school district made any deals with the local landfills?
Answer 17: School District has no affiliation with any landfills for the disposal of materials for this project.
- Question 18: Do all materials need to be disposed of in a legal landfill?
Answer 18: Yes
- Question 19: Will payment and performance bonds, certified payroll, and bid bonds be required?
Answer 19: Bid bonds and payment and performance bonds are required. Certified payrolls are not.
- Question 20: Are there any as-builts available?
Answer 20: See addendum 1.
- Question 21: Can the school district provide a time frame for when each section of the building was built?
Answer 21: See addendum 1.
- Question 22: Are there any time capsules on the property we need to be aware of?
Answer 22: None known.
- Question 23: Is the gym on slab? Are most buildings on slab?
Answer 23: Basic building construction is believed to be slab on grade.

Question 24: Is there a boiler room?

Answer 24: Yes

Question 25: Will the furniture that is currently in the building still be there or will it be removed before demolition?

Answer 25: Furniture identified during the walk thru to be kept by school district.

Question 26: How much reinforcement is in the slabs?

Answer 26: Unknown.

Question 27: Will the gym equipment still be in the building?

Answer 27: Yes

Question 28: How thick are the exterior walls?

Answer 28: Unknown.

Question 29: Will the ceiling tiles still be in the building? What is above them?

Answer 29: Yes. Roof structure.

Question 30: Is the auditorium deeper than four feet?

Answer 30: Not believed to be.

Question 31: Is the auditorium stage made out of wood?

Answer 31: Yes

Question 32: Does the curb by the tennis courts stay?

Answer 32: Yes

Question 33: How much insulation is in the ceiling?

Answer 33: Unknown.

Question 34: In the music room, is it a raised floor or concrete?

Answer 34: It is concrete.

Question 35: Does the school district have security that watches the building?

Answer 35: No

Question 36: Does the 170,000 sq. ft. include all of the building on the site?

Answer 36: No

Question 37: If there are sewer or water lines running between the buildings do the lines need to be removed?

Answer 37: No

Question 38: Do the trees inside the perimeter need to be removed?

Answer 38: Yes

Question 39: Can the asphalt remain on the site if it is crushed?

Answer 39: No

Question 40: Do the light poles on the South end of the property need to be removed?
Does the sidewalk on the South end of the property stay? Does the school district want the lights?

Answer 40: Sidewalk remain, light poles removed and become property of the demolition contractor.

Question 41: Is there a basement in the house?

Answer 41: Yes.

Question 42: Do the trees by the house come out?

Answer 42: Yes.

Question 43: Does the computer stuff in the metal building stay?

Answer 43: Contents of the metal building warehouse to be removed by the school district.

Question 44: If there is road base under the asphalt does it need to be removed?

Answer 44: No.

Question 45: Is there a grease interceptor?

Answer 45: None known.

Question 46: Is the tongue and groove roof decking in the ceiling throughout the building?

Answer 46: Tongue and groove roof decking is known to exist in the original (1965) building.

Question 47: Will the transformer be removed before demolition?

Answer 47: Yes

Question 48: Will the sign in the front of the building come down?

Question 48: Yes

Question 49: Does the fill need to be compacted?

Answer 49: All fill below 4 ft. shall be compacted to 95%, fill above 4 ft. does not need to be compacted.

Question 50: Can site fencing be installed prior to April 18th?

Answer 50: Site fencing can be installed starting April 15th, 2014 all other demolition activities shall not begin before April 18, 2014.

Question 51: Who will be responsible for contracting and paying for the compaction testing?

Answer 51: Wasatch School District will pay for the compaction testing fees.

Question 52: In regards to the grass; if the only purpose of striping the grass is weed control, would an acceptable alternative be to spray the grass to kill it (which would kill any weeds as well)? Due to heavy equipment traffic through the course of the job much of the grass is going to be killed anyways.

Answer 52: Contractor may spray the grass to kill, instead of striping grass.

END OF ADDENDUM #2

WASATCH COUNTY SCHOOL DISTRICT

101 East 200 North
Heber City, UT 84032

Zions Bank
Heber City Office
P.O. Box 248
Heber City UT 84032
31-5/1240

Check Date	Check No.	Amount
06/30/14	00022106	\$84,059.95

PAY EIGHTY FOUR THOUSAND FIFTY NINE DOLLARS AND 95 CENTS

TO THE GRANT MACKAY COMPANY
ORDER 1055 WEST 500 SOUTH
OF WEST BOUNTIFUL UT 84087

NON-NEGOTIABLE

COPY

COPY

COPY

COPY

COPY

DATE	CHECK NO.	VENDOR NO.
06/30/14	00022106	4553

VENDOR: GRANT MACKAY COMPANY

INVOICE	DESCRIPTION	P.O. NUMBER	AMOUNT PAID
4025			84,059.95

Account No
30-999-4-9999-4200-710

Payment Amount Total
84,059.95

Grant Mackay Company
 1055 West 500 South
 West Bountiful, UT 84087

Invoice

Date	Invoice #
6/23/2014	4025

Bill To
Wasatch School District 101 East 200 North Heber City, Ut 84032

4553

P.O. No.	Terms	Project
	Net 30	Wasatch High School U-20...

Quantity	Description	Rate	Amount
1	Demolition - 100% Complete	484,059.95	484,059.95
	Less Previously-Billed	-400,000.00	-400,000.00
30.999.4.9999.4200.710		Total	\$84,059.95

POSTED

↓
 W/HS DEMO

WASATCH COUNTY SCHOOL DISTRICT

101 East 200 North
Heber City, UT 84032

Zions Bank
Heber City Office
P.O. Box 248
Heber City UT 84032
31-5/1240

Check Date	Check No.	Amount
05/14/14	00021644	\$200,000.00

PAY TWO HUNDRED THOUSAND DOLLARS AND 00 CENTS

TO THE GRANT MACKAY COMPANY
ORDER 1055 WEST 500 SOUTH
OF WEST BOUNTIFUL UT 84087

NON-NEGOTIABLE

COPY

COPY

COPY

COPY

COPY

VENDOR: GRANT MACKAY COMPANY

DATE	CHECK NO.	VENDOR NO.
05/14/14	00021644	4553

INVOICE	DESCRIPTION	P.O. NUMBER	AMOUNT PAID
---------	-------------	-------------	-------------

3980			200,000.00
------	--	--	------------

Account No
30-999-4-9999-4200-710

Payment Amount Total
200,000.00

Grant Mackay Company
 1055 West 500 South
 West Bountiful, UT 84087

Invoice

Date	Invoice #
4/24/2014	3980

Bill To
Wasatch School District 101 East 200 North Heber City, Ut 84032 <i>ATTN: ACCOUNTS PAYABLE</i>

P.O. No.	Terms	Project
	Net 30	Wasatch High School U-20...

Quantity	Description	Rate	Amount
1	Progress Billing - 41% Complete <i>4/SS3</i> <i>30-999-4-9999-4200-710</i>	200,000.00	200,000.00
Total			\$200,000.00

POSTED

DEMP
HT

WASATCH COUNTY SCHOOL DISTRICT

101 East 200 North
Heber City, UT 84032

Zions Bank
Heber City Office
P.O. Box 248
Heber City UT 84032
31-5/1240

Check Date	Check No.	Amount
06/16/14	00021946	\$200,000.00

PAY TWO HUNDRED THOUSAND DOLLARS AND 00 CENTS

TO THE GRANT MACKAY COMPANY
ORDER 1055 WEST 500 SOUTH
OF WEST BOUNTIFUL UT 84087

NON-NEGOTIABLE

COPY

COPY

COPY

COPY

COPY

VENDOR: GRANT MACKAY COMPANY

DATE	CHECK NO.	VENDOR NO.
06/16/14	00021946	4553

INVOICE	DESCRIPTION	P.O. NUMBER	AMOUNT PAID
3999			200,000.00

Account No
30-999-4-9999-4200-710

Payment Amount Total
200,000.00

Grant Mackay Company

1055 West 500 South
West Bountiful, UT 84087

Invoice

Date	Invoice #
5/22/2014	3999

Bill To
Wasatch School District 101 East 200 North Heber City, Ut 84032

4553

P.O. No.	Terms	Project
	Net 30	Wasatch High School U-20...

Quantity	Description	Rate	Amount
1	Progress Billing - 82% Complete	400,000.00	400,000.00
	Less Previously Billed	-200,000.00	-200,000.00
30.999.4.9999.4200.710			
Total			\$200,000.00

POSTED

de
WASATCH
BOUNTIFUL
UT

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Grant Mackay Company, Inc.
1055 West 500 South
West Bountiful, UT 84087

SURETY (Name and Principal Place of Business):
The Guarantee Company of North America USA
6550 South Millrock Drive, #300
Salt lake City, Utah 84121

OWNER (Name and Address):
Wasatch County School District
101 East 200 North
Heber City, UT 84032

CONSTRUCTION CONTRACT

Date: March 20, 2014

Amount: Four Hundred Eighty-Four Thousand Fifty-Nine Dollars & 95/100** (\$484,059.95**)

Description (Name and Location): Demolition of Old Wasatch High School Buildings

BOND

Date (Not earlier than Construction Contract Date): March 28, 2014

Amount: Four Hundred Eighty-Four Thousand Fifty-Nine Dollars & 95/100** (\$484,059.95**)

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

Company (Corporate Seal)
Grant Mackay Company, Inc.

SURETY

Company (Corporate Seal)
The Guarantee Company of North America USA

Signature:
Name and Title: Josh Mackay, President

Signature:
Name and Title: J. Michele Burraston, Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:
The Buckner Company
6550 South Millrock Drive # 300,
SLC, UT 84121
P-(801) 937-6700

OWNER'S REPRESENTATIVE:

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Grant Mackay Company, Inc.
1055 West 500 South
West Bountiful, UT 84087

SURETY (Name and Principal Place of Business):
The Guarantee Company of North America USA
6550 South Millrock Drive, #300
Salt lake City, Utah 84121

OWNER (Name and Address):
Wasatch County School District
101 East 200 North
Heber City, UT 84032

CONSTRUCTION CONTRACT

Date: March 20, 2014

Amount: Four Hundred Eighty-Four Thousand Fifty-Nine Dollars & 95/100** (\$484,059.95**)

Description (Name and Location): Demolition of Old Wasatch High School Buildings

BOND

Date (Not earlier than Construction Contract Date): March 28, 2014

Amount: Four Hundred Eighty-Four Thousand Fifty-Nine Dollars & 95/100** (\$484,059.95**)

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Grant Mackay Company, Inc.

Signature:
Name and Title: Josh Mackay, President

SURETY

Company: (Corporate Seal)
The Guarantee Company of North America USA

Signature:
Name and Title: J. Michele Burraston, Attorney-in-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:
The Buckner Company
6550 South Millrock Drive # 300
SLC, UT 84121
P-(801) 937-6700

OWNER'S REPRESENTATIVE:

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- 1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- 2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- 3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 above is deleted in its entirety and the following is substituted in its place:

6. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, with reasonable promptness, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, with reasonable promptness, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Terry H. Buckner, Randy Emery, Chris Lund, J. Michele Burraston, Michael H. Gale, Georgia Torres, Rayne Harris, Anne Goodwin The Buckner Company

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 26th day of August, 2009.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



STATE OF MICHIGAN
County of Oakland

Signature of Stephen C. Ruschak, Vice President

Signature of Randall Musselman, Secretary

On this 26th day of August, 2009 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Signature of Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 28th day of March, 2014.



Signature of Randall Musselman, Secretary