
Standard Form of Agreement Between Owner and Contractor

Where the basis of payment is a STIPULATED SUM

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

AGREEMENT

Made as of the 8th day of May in the year of 2013

BETWEEN the Owner: CITY OF CEDAR HILLS
10246 NORTH CANYON ROAD
CEDAR HILLS, UT 84062

And the Contractor: WEBB BROTHERS CONTRUCTION
8738 SANDY PARKWAY
SANDY, UT 84070
801-255-1800

For the following Project:

An addition and interior finish to the City of Cedar Hills Community Recreation Center

The Architect is: ARCHITECTURAL COALITION
GUILFORD A. RAND
1991 SOUTH STATE ROAD
SPRINGVILLE, UT 84663
801-491-0275

The Owner and Contractor agree as set forth below.

ARTICLE 1

THE ARTICLE 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; these 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 Modifications, appears in Article 9.

ARTICLE 2

THE WORK OF THE CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents.

ARTICLE 3

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

8 MAY 2013

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens, and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

13 SEPTEMBER 2013

subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Three Hundred Sixty Four Thousand Dollars (\$364,000.00), subject to additions and deductions as provided in the Contract Documents.

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

NO ALTERNATES

4.3 Unit prices, if any, are as follows:

NOT APPLICABLE

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon the Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Application and Certificates for the Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the last day of the month, the Owner shall make a payment to the Contractor not later than the tenth day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than fifteen (15) days after the Construction Manager receives the Application for Payment. Applications for Payment shall be submitted to the Architect by the last day of the month for review and approval.

5.4 Each Application for Payment shall be based upon the 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This Schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of the completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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

5.6.1 Take the portion of the Contract Sum properly allocable to the completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total 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 may be included as provided in Subparagraph 7.3.7 of the General Conditions;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum 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 site at a location agreed upon in writing), less retainage of five percent (5%);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction of limitation of retainage, if any, shall be as follows: **NOT APPLICABLE**

ARTICLE 6 **FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project for Payment.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or other Contract Documents, the reference refers to that provision or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the project is located.

1% PER MONTH FOR ANY BALANCE OVER 30 DAYS PAST DUE

7.3 Temporary facilities and services: SHALL BE PROVIDED FOR BY THE CONTRACTOR

7.4 Other Provisions: **NOT APPLICABLE**

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9
ENUMERATION OF THE CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction.

9.1.3 The specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

CITY OF CEDAR HILLS STANDARD SPECIFICATION & IMPROVEMENT DESIGN
STANDARDS

9.1.5 The Drawings are as follows, and are dated as shown below.

Number	Title	Date
A-0.1	TITLE SHEET	May 8 th 2013
A-0.2	ARCHITECTURAL SPECIFICATIONS	
A-0.3	ARCHITECTURAL SPECIFICATIONS	
A-0.4	ARCHITECTURAL SPECIFICATIONS	
A-0.5	SITE PLAN	
A-0.D	EXISTING/DEMOLITION FLOOR PLANS	
A-1.1	OVERALL FLOOR PLANS	
A-1.2	LOWER LEVEL FLOOR PLAN-NORTH	
A-1.3	LOWER LEVEL FLOOR PLAN-SOUTH	
A-1.4	MAIN LEVEL FLOOR PLANS	
A-1.5	REFLECTED CEILING PLANS	
A-1.6	ROOF PLAN	
A-2.1	EXTERIOR ELEVATIONS	
A-3.1	SECTIONS	
A-3.2	SECTION	
A-3.3	SECTION	
A-4.1	LOWER LEVEL INTERIOR ELEVATIONS	
A-4.2	MAIN LEVEL INTERIOR ELEVATIONS	
A-5.1	SCHEDULES	
A-6.1	ARCHITECTURAL DETAILS	
A-6.2	ADA DETAILS	
S0.1	STRUCTURAL SPECIFICATIONS	
S0.2	STRUCTURAL SCHEDULES	
S1.1	FOUNDATION & FRAMING PLANS	
S5.1	STRUCTURAL DETAILS	
S5.2	STRUCTURAL DETAILS	
S5.3	STRUCTURAL DETAILS	
E1.1	BASEMENT POWER PLAN	
E1.2	MAIN FLOOR POWER PLAN	
E2.1	BASEMENT LIGHTING PLAN	
E2.2	MAIN FLOOR LIGHTING PLAN	
E3.1	ELECTRICAL FIXTURES	
E4.1	ELECTRICAL DIAGRAMS, SCHEDULE, LEGEND	
E4.2	ELECTRICAL DETAILS	
E4.3	ELECTRICAL SPECIFICATIONS	
M1.0	BASEMENT MECHANICAL NOTES	
M1.1	MAIN FLOOR MECHANICAL NOTES	
M2.0	MECHANICAL SCHEDULES, DETAILS	
M3.0	MECHANICAL DETAILS	
MP1.0	MECHANICAL/PLUMBING SPECIFICATIONS	
P1.0	BASEMENT PLUMBING PLAN	
P1.1	MAIN FLOOR PLUMBING PLAN	
P2.0	PLUMBING DETAILS	

9.1.6 The Addenda, if any, as follows:

Addendum 1

Project: Cedar Hills Community Recreation Center
Address: 10640 North Clubhouse Drive, Cedar Hills, UT
Date: April 11, 2013
From: Guilford Rand
Of: Architectural Coalition
Phone Number: 801-491-0275
Address: 1991 South State Road, Springville, Utah 84663

To: Bidding Contractors
Of:
Subject: Answers to bidding questions

1. The specifications in the plans are incomplete. Sheets A-0.2 and A-0.3 have the same information on them. Are there specifications for the elevator?

Response: *Please see attached, revised specification Sheets A-0.2, A-0.3 and A-0.4.*

2. The due date for bids has been changed to Thursday, April 18, 2013 at 2:00 PM, at the Cedar Hills City Office Building, 10246 North Canyon Road.

All other bidding questions will be addressed in Addendum #2. Written questions will be accepted until noon tomorrow, Friday, April 12. Addendum #2 will be issued at the close of the work day.

Addendum #2

Project: Cedar Hills Community Recreation Center
Address: 10640 North Clubhouse Drive, Cedar Hills, UT
Date: April 15, 2013
From: Guilford Rand
Of: Architectural Coalition
Phone Number: 801-491-0275
Address: 1991 South State Road, Springville, Utah 84663

To: Bidding Contractors
Of:

Subject: Answers to bidding questions

3. Is a bid bond required for this project? If so, the bonding company wants to know the estimated value of the project, the expected completion date and also liquidated damages amount.

Response: *A bid bond is not required. A Performance bond will be required. Expected completion date will be 120 days after "Notice to Proceed" and liquidated damages amount is \$500.00 per calendar day.*

4. Is there a bid form we are to use?

Response: *Yes. Use Bid Form included with this addendum.*

5. Are there any instructions to bidders?

Response: *See revised Specification Sheets included with Addendum #1.*

6. What kind of Acoustic Tile should we figure? None is specified.

Response: *Acoustic tile shall match existing acoustic tile ceilings on the main floor. Existing tile is: USG 2220, 5/8"x2'x2', White, Tapered edge, Radar ClimaPlus, Shadowline.*

7. There are no specs for the carpet tile in the Multi-Purpose Room. Do you have any additional information or specs for that, or do you want us to quote at an allowance?

Response: *Match quality of carpet tiles in the Golf Pro Shop on the main floor. Carpet in place is: Interface Flor, Style 1459302500, LaPaz pattern ¼ turn brick.*

8. What system do we want on the stucco? Direct applied basecoat with mesh on the concrete with finish or do we want lath with 3/8" fibered hardcoat with finish?

Response: *Use Western 1 Kote stucco system at Wall Type G. See attached detail AD-2a. Use direct applied basecoat with mesh on the concrete with finish.*

9. How are soffit and fascia finished.

Response: *Use metal fascia and soffit covering to match existing.*

10. Please clarify what door hardware is wanted at the aluminum doors. The plans just say that the hardware is by manufacturer. Are closers, locks, etc. wanted on all of the aluminum doors? Also it appears that the new entry door has long handles which the other doors do not have. Please clarify.

Response: *Closers and panic hardware are to be used on aluminum storefront doors. Please use long handles on new entry door.*

11. The finish schedule just calls for the ceramic tile to be 12" x 12", no specific tile is specified. Tile prices can vary substantially. Please clarify what tile is to be bid.

Response: *Please match existing 18"x18" floor tile which is: DalTile PA33, 1818SIP.*

12. Does the tile wainscot have a bullnose at the top or just a regular piece of tile? Please clarify.

Response: *Please provide bullnose tile at top of wainscot.*

13. A-1.1 calls for a new ramp on the south end of the building. There is not much information or detail on this ramp (only detail is an edge of ramp detail on A-6.1) Is this ramp going to require footing and/or foundation wall or is the 6" wall as shown on the detail 1/A-6.1 sufficient for the entire ramp? Does the current grading in the area match the slope of the ramp or will the ramp require grading work?

Response: *6" wall will be sufficient for the entire ramp. No regrading should be required. Maximum height from existing grade is 23 inches.*

14. Request approval of GAMCO Washroom Accessories as an equivalent to Bradley as specified in Section 10800 Toilet Accessories.

Response: *GAMCO Washroom Accessories are approved.*

15. Who is providing/installing the elevator?

Response: *General Contractor shall provide elevator and work with the elevator company to ensure proper installation.*

16. There is no header designated at the bottom of the stair (existing building) on the structural plans.

Response: *Use two(2) 11-7/8" LVL.*

17. Please clarify the timeline for the basement bathroom and remodel vs. the new addition. So 30 days for the basement and an additional 90 days for the addition, therefore a total of 120 days?

Response: *The interior finish of the basement shall be commenced at the time of "Notice to Proceed", and finished within 60 days. The addition work should be commenced at the time of "Notice to Proceed", and finished within 120 days.*

18. Please clarify if there is going to be an alternate for the existing restrooms counters and sink or if it's just a part of the base and is this area part of the 30 days?

Response: *Remodeling of the existing restroom counters and sinks shall be an alternate added to the base bid. If it is accepted, it shall be completed within the same time frame as the rest of the building.*

19. The specs, section 10800 list the paper towel dispenser and the soap dispenser as being both owner provided and contractor provided. Please clarify.

Response: *The paper towel dispenser and soap dispenser shall be Owner provided and Owner installed.*

20. *Landscape repair to be Owner provided and Owner installed.*

21. *Install a window well at the four (4) existing windows in the west wall. See attached detail sheets AD-2b & AD-2c.*

22. *Excavated material can be moved to City property (St. Andrews).*

Note: Addenda have been incorporated into the completed plans and drawings. Date: 8 May 2013

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

Notice of Award

Notice to Proceed

Notice of Substantial Completion


Certificate of Occupancy


Bond Release

One year warrantee for all workmanship and equipment (unless more than one year is provided by the manufacturer) to start at the date of Certificate of Occupancy.

This Agreement is entered into as of the day and year written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

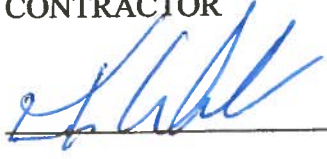
OWNER






City Manager

CONTRACTOR





U.P.

CITY OF CEDAR HILLS
10246 North CANYON ROAD
CEDAR HILLS, UTAH 84062
PHONE: 801-785-9668
FAX: 801-796-3543

NOTICE TO PROCEED

DATE: May 13, 2013

CONTRACTOR: Webb Brothers Construction

PROJECT: Cedar Hills Community Recreation Center Addition 2013

In accordance with the contract dated May 8, 2013, the Contractor is hereby notified to begin work on the Project, on or before May 14, 2013. By that date you are to start performing the Work and your other obligations under the Contract Documents. The date of Final Completion is set forth in the Agreement; it is September 10, 2013.

Before you may start any Work at the site, you must deliver certificates of insurance, which are required to purchase and maintain in accordance with the Contract Documents.

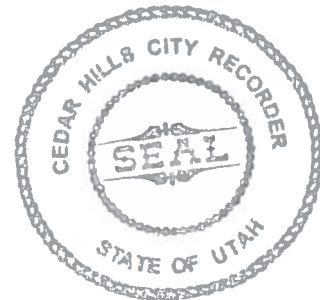
An acknowledged copy of this Notice must be returned to the OWNER within seven (7) calendar days of this Notice to Proceed.

CITY OF CEDAR HILLS, UTAH

By: W. H. Baker
City Manager

Date: 13 May 2013

ATTEST: Colleen A. Mueveg
City Recorder



CONTRACTOR ACKNOWLEDGEMENT

Receipt of the Notice to Proceed is hereby acknowledged:

Contractor: Webb Brothers Inc

By: [Signature]

Title: V.P.

Date: 5/13/2013

The Contractor is required to return an acknowledged copy of the Notice to Proceed