

ADDENDUM NO. 1

TO THE PLANS AND SPECIFICATIONS FOR:

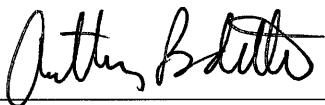
SAB Golf Cart Canopy Parking

Prepared by

Brigham Young University  
Planning & Construction Dept.  
240 Brewster Physical Plant  
Provo, Utah 84602  
23 April 2025

This Addendum issued 23 April 2025 is for all persons preparing bids and as such shall be made a part of the contract documents. This Addendum consists of this cover sheet and 47 pages. In case of any conflict between the drawings, specifications, and this Addendum, this Addendum shall govern. All changes, corrections, deletions and/or additions to the initial bidding documents shall be included in the Bidder's proposal. Receipt of this Addendum shall be acknowledged on the Bid proposal forms.

Approved by:



Anthony R. Burdette, Director of Construction

23 April 2025

Date



# **ADDENDUM**

## **BRIGHAM YOUNG UNIVERSITY**

**PHYSICAL FACILITIES PROVO, UT**

**Project Name: SAB Golf Cart Canopy Parking**

**Proposal Request No.: 01**

**Date: 04/23/2025**

**Work Order Nos.: M8678**

This addendum modifies the following drawings and specifications as follows.

**Bidding Information:**

1. See attached BYU Standard Contract Requirements.

**BRIGHAM YOUNG UNIVERSITY**  
**STANDARD CONTRACT REQUIREMENTS**

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7 April 2025

(Attached is a list of bidders invited to bid.)

Re: Invitation to Bid – SAB Golf Cart Canopy Parking  
W.O. M8678

To Whom It May Concern:

You are invited to bid on the above-referenced project. This project consists of installing a 760 SF golf cart canopy on the NW corner of the Student Athlete Building. The completion date for this project is 31 July 2025.

Plans will be available at the mandatory pre-bid which has been scheduled for 22 April 2025 at 9:30AM in Room 115 BRWB. Bids will be opened and read aloud on 6 May 2025 at 10AM in Room 115 of the Brewster Physical Facilities Building at Brigham Young University. A performance bond and a labor and materials payment bond for 100% of the contract will be required for this project and must be included in your bid.

We hope that you will be able to bid this project.

Sincerely,

Anthony Burdette

ARB/mh  
Attachment

## **NOTICE TO BIDDERS**

**SECTION 1--PROJECT:** SAB Golf Cart Canopy Parking

**WORK ORDER NUMBER:** M8678

**SECTION 2--LOCATION:** Brigham Young University

**SECTION 3--OWNER:** Brigham Young University

**SECTION 4--DESIGNER:** Brigham Young University

**SECTION 5--STANDARD CONTRACT REQUIREMENTS:**

The Bidder is directed to the Brigham Young University Standard Contract Requirements (revised October 2017). This volume is an integral part of the contract documents and is hereby made a part of the contract.

**SECTION 6--DATES:**

A. Start Date: Time is of the essence

B. Completion Date: 31 July 2025

**SECTION 7--PREBID CONFERENCE**

A. Prebid Conference will be:

Date: 22 April 2025

Time: 9:30 AM

Place: Room 115, Brewster Building

**SECTION 8--RECEIPT AND OPENING OF BIDS:**

A. Bids will be received:

Date: 6 May 2025

Time: 10:00 AM

Place: Room 115, Brewster Building

By: Matthew H. Giles

B. The Owner reserves the exclusive right to release all publicity relating to the proposals and the project.

**SECTION 9--DEPOSIT FOR CONTRACT DOCUMENTS:**

A. A deposit of \$0.00 will be required for each set of contract documents (plans and specifications) taken.

**SECTION 10--GENERAL CONTRACTORS**

A. Bidding by General Contractors will be by invitation only.

BRIGHAM YOUNG UNIVERSITY

FORM OF PROPOSAL

NAME OF PROJECT SAB Golf Cart Canopy Parking

WORK ORDER NUMBER M8678

NAME OF CONTRACTOR \_\_\_\_\_

DATE OF PROPOSAL \_\_\_\_\_

The undersigned, hereinafter referred to as the Bidder, certifies that the following facts and/or circumstances have occurred or exist relating to the proposed work: SAB Golf Cart Canopy Parking  
prepared by \_\_\_\_\_.

1. That Bidder has received the contract documents for the above entitled project.
2. That Bidder has received Brigham Young University General Conditions Requirements, revised October 26, 2017.
3. That Bidder is familiar with such documents, has examined the site of the proposed work, including availability of access, utilities, and other similar items relating to performance of the work and is thoroughly familiar with all general and local conditions which could in any way affect this work.
4. That no verbal agreements or representations with or by any officer, agent, or employee of the Owner exist or have been made to the Bidder and the Bidder in submitting this proposal is in no way relying thereon.
5. That if this proposal is accepted, Bidder will enter into a contract with the Owner in substantially the form contained in the contract documents, and will provide the bonds, insurance coverage and all other items required by the contract documents.
6. The term "base bid" shall be understood to include all work contained in the contract documents excluding any substitutes or alternates. The Owner will have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Bidder hereby proposes to furnish all materials, labor, equipment, tools, transportation, services, licenses and permits necessary for the completion of all the work set forth in the contract documents for the sum of:

Base Bid\* \_\_\_\_\_ (\$ \_\_\_\_\_)

\*Base bid to include the cost of a Performance Bond and a Labor/Materials Payment Bond. See General and Supplementary Conditions.

1. The bidder agrees to complete the work on or before 31 July 2025
2. The bidder acknowledges receipt of addenda No.(s) \_\_\_\_\_
3. The Bidder's Utah contractor's license number is \_\_\_\_\_
4. Is your bonding capacity adequate for this job? \_\_\_\_\_ Yes \_\_\_\_\_ No
5. For verification call \_\_\_\_\_
6. Telephone number \_\_\_\_\_

#### PROPOSED SUBSTITUTE MATERIALS

The total sum of the Bidder's proposal shall include the furnishing and installing of all materials, equipment, and labor as called for in the contract documents as a base bid.

Hereafter give the total amount to be added or deducted for a complete installation of equipment or materials other than those specified and those approved by addendum are submitted for the Owner's consideration. All materials and equipment proposed for substitution shall be listed below and must meet the requirements of the contract documents. During the time of consideration of the proposals, complete information shall be submitted immediately to the Architect and Owner's Representative. The Contractor is referred to Page 3 of the Instructions to Bidders, Section 9, prior approvals and substitutions for requirements relative to proposed substitutions.

Proposed Substitute	Manufacturer and Catalog Numbers	\$ Add	\$ Deduct



TYPE OF BIDDER'S ORGANIZATION:

\_\_\_\_\_  
Official Name of Organization

\_\_\_\_\_  
Corporation, Co-partnership, Individual, or Other

\_\_\_\_\_  
Address

Name of individual Members of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of President of Corporation:

\_\_\_\_\_

Name of Secretary of Corporation:

\_\_\_\_\_

Corporation is organized under the laws of the State of:

( )  
)Seal(  
( )

Signature \_\_\_\_\_

Title or Office \_\_\_\_\_

Legal Address \_\_\_\_\_

\_\_\_\_\_

### BIDDER'S LIST OF SUBCONTRACT BIDS USED IN PROPOSAL

(LIST OF SUBCONTRACTORS)

PROJECT NAME SAB Golf Cart Canopy Parking

WORK ORDER NUMBER M8678

OWNER'S NAME Brigham Young University

[illegible]

## **INSTRUCTIONS TO BIDDERS**

### **SECTION 1 -- BIDDING BY INVITATION**

- A. Bidding shall be by written invitation only. Those wanting to be considered for such invitation shall apply to:

Assistant Administration Vice President  
Physical Facilities  
202 Brewster Building  
Provo, UT 84602

- B. The Owner reserves the right to accept or reject any or all bids.

### **SECTION 2 -- CONTRACT DOCUMENTS**

- A. The Contract documents may be obtained by contractors from:

Construction Department  
Physical Plant  
240 Brewster Building  
Provo, UT 84602

- B. Subcontractors and suppliers who want to obtain Contract documents (plans and specifications) may do so by requesting the documents and paying the printing costs.
- C. All Contract documents must be returned within ten (10) days after the bid opening, or the deposit will be forfeited. Those documents purchased outright by the Bidders are exempted.
- D. The Contract documents (plans and specifications) may be deposited with local Bid Depositories. Bidders may contact the Invited General Contractors for locations. The Contract documents may be examined free at:

Construction Department  
Physical Plant  
240 Brewster Building  
Provo, UT 84602

### **SECTION 3 -- CONTRACT METHOD**

- A. All work specified is to be done under one general contract. Bids will be accepted by the Owner from prime contractors only.

### **SECTION 4 -- INTERPRETATION OF CONTRACT DOCUMENTS**

- A. If any Bidder doubts the true meaning of any of the Contract documents, or finds errors, discrepancies or omissions, he shall request a clarification from the Architect in writing. Any interpretations or corrections will be made only by written addenda duly issued by the Owner. All addenda will be mailed, faxed or otherwise delivered to each person receiving a set of the Contract documents. Requests for clarifications must be submitted to the Architect at least five (5) days before bid opening. Unwritten instructions or interpretations will have no validity.
- B. Should discrepancies appear in the Contract documents that are not resolved by an addendum, it is expressly understood that the Contractor has used the most expensive method and/or material in the bid.

### **SECTION 5 -- REQUIREMENTS BEFORE SUBMITTING BIDS**

- A. The Contractor shall become thoroughly familiar with the site and structures located there (if any). The Contractor shall thoroughly examine all Contract documents in relation to all conditions that might directly or indirectly affect the contract work. The bid amount shall reflect all such conditions.

## **SECTION 6 -- PREPARING AND SUBMITTING BIDS**

- A. To receive consideration, a bid must be made according to the following instructions:
1. Bids shall be prepared on BYU bid forms.
  2. Bids shall have all items or blanks filled. Numbers shall be stated both in writing and in figures. If there is a discrepancy between the two, the written number shall govern.
  3. Bids shall be without interlineations, alterations or erasures.
  4. Signatures shall be by those authorized to execute the Contract.
  5. The Bidder's legal name, business address and telephone number shall be stated.
  6. Neither oral bids nor modifications shall be considered.
  7. You may email your bid to the Construction Department Secretary, but it is not official until it is printed, inserted into an envelope, and delivered to the designated person opening the bids prior to the appointed bid opening time. It is suggested that the bidder call in advance to make these arrangements. We do not accept responsibility for email, printing, delivery, or other problems.
  8. It is the Bidder's sole responsibility to see that the bid is received at the proper time. Any bid received after the scheduled bid opening time will be returned unopened to the Bidder.
  9. Bidders shall accept proposals from only those subcontractors who are approved by the Owner or those who have shown to the Bidder's satisfaction that they are financially capable of handling the work. Furthermore, subcontractors must have the technical ability, personnel, plant, experience and reputation to carry out their portions of the work. It will be assumed that the question of bonding subcontractors, where considered desirable or necessary by the Contractor, including the cost of such bonds, has been resolved before bids have been submitted.
  10. In order for the bid to be considered valid, two or more Bidders bidding as a "joint venture" must have the written approval of the Owner before submitting a bid. All members of a joint venture shall sign the bid and an official representative of the joint venture shall be designated in the proposal.
  11. The term "base bid" shall be understood to include all work contained in the Contract, excluding any alternates or substitutes. The Owner shall have the right to accept alternates in any order or combination, and to determine the low Bidder based on the sum of the base bid and alternates accepted.
  12. Substitutes or alternates accepted by the Owner may be included in the Contract or added by Change Order. In determining the low Bidder, the Owner will not consider substitutes.
  13. Bids may be withdrawn by the Bidder, either in person or by a written request before bid opening. Once opened, the Bidders will have 24 hours to review and withdraw their bids. After the 24-hour period, the bids may not be withdrawn and must remain fixed as submitted for 45 days after opening. Envelopes must contain nothing but the proposal and bid breakdown forms if required. Envelopes shall be opaque, sealed and bear the Bidder's name.

## **SECTION 7 -- APPROVAL OF CONTRACTORS AND SUBCONTRACTORS**

- A. As soon after the bid opening as is practicable, the Owner will interview the apparent low Bidder and if deemed advisable, the second or third low Bidders. Within two hours of the bid opening, the low Bidder and the second or third low Bidders will provide to the Owner a list of subcontractors and their dollar amounts that were used in formulating their bid. The list of subcontractors will be examined by the Owner as soon as possible. The Owner reserves the right to accept or reject any subcontract proposal.
- B. Provide Unit Prices within 24 hours of Bid Opening if requested in Form of Proposal.
- C. If a Bidder doubts the correctness or acceptability of any subcontract proposal, the Bidder may submit the names and amount of other competing subcontractors for consideration, making sure that he clearly states which one he has used in formulating his proposal.

## **SECTION 8 -- FACTORS AFFECTING AWARD OR REJECTION OF BID**

- A. The Bidder's and subcontractor's past performance, organization, equipment and ability to perform and complete their contract as specified will be vital elements, as well as the amount of their bids, in the award of the Contract.
- B. The Owner reserves the right to reject any or all bids, or to waive any irregularities or informalities in bids received. The

Owner reserves the right to accept the bid that will, in the Owner's opinion, best serve the interests of the Owner.

- C. If a schedule is requested on form of proposal - The Owner reserves the right to reject a bid that provides a date that is past the requested substantial completion. Further, the Owner reserves the right to award the project based on proposed substantial completion regardless of whether such bid is the lowest.

## **SECTION 9 -- PRIOR APPROVALS AND SUBSTITUTIONS**

- A. Several acceptable brands of equipment, manufactured articles or methods of construction may have been identified in the Contract. It is not intended to close the Contract against other brands, articles, or methods that may warrant consideration. However, unspecified materials must have prior approval by the Owner to be considered.
- B. Prior Approvals: Requests for approval of unspecified materials must be made to the Architect at least five days before bid opening. The requests for prior approval shall be considered by the Architect if time permits and if properly documented. The Architect is not bound to consider these items despite their apparent validity.
- C. Fully detailed technical data, references and other information shall be furnished simultaneously with the requests for prior approval items.
- D. Such requests shall be reviewed by the Architect and the Owner. If accepted, the approved requests will be included in an addendum.
- E. The Contractor's "base bid" shall include the furnishing of only those items that are explicitly specified or which have received prior approval by addendum.
- F. Substitutions: Besides the "base bid," any equipment or material supplier and any contractor or subcontractor may, at his option, submit a substitute price and product for any item specified which he feels warrants consideration by the Owner. This proposed substitution is to be listed where indicated on the bid form.
- G. Any proposed substitute submitted by a Bidder shall include the amount by which the "base bid" would be increased or decreased.
- H. The Owner may accept or reject any substitute proposed. In determining the low Bidder, the Owner will not consider substitutes.
- I. If requested, the Contractor shall furnish information or data concerning the substitute. The Owner may request the Contractor, at his own expense, to have the substitute tested by an approved testing laboratory.

## **SECTION 10 -- FORM OF CONTRACT**

- A. Copies of the form of the Contract that the successful Bidder will be required to execute are included in this specification.

## **SECTION 11 -- ADDENDA**

- A. All addenda issued before bid opening shall be included in the bid and shall be a part of the Contract.

## **SECTION 12 -- REQUIREMENTS IMMEDIATELY AFTER SIGNING THE CONTRACT**

- A. Immediately after signing the Contract, the Contractor shall furnish the following to the Owner:
1. Executed performance, labor and material payment bonds, each in an amount equal to 100 percent of the contract sum as specified in the General Conditions.
  2. Insurance certificates as specified in the General Conditions.
  3. A cost breakdown of the work that may, as approved by the Owner, serve as a basis for making monthly payments to the Contractor.
  4. A project schedule as to how he intends to construct the project. This must be, in the opinion of the Owner, a realistic method of analyzing and scheduling each component of the work. It must show when all trades or crafts start and finish their work. This schedule must be reviewed weekly in the OAC meeting and updated as

required. A critical path method of scheduling is preferred. If the Contractor cannot produce and maintain such a schedule, this service must be obtained from an outside consultant. The schedule must be approved by the Owner's Representative before the Contractor submits the first payment request.

- B. The Contractor shall issue subcontracts as mutually agreed between the Owner and the Contractor. A complete list of subcontractors and major suppliers including names, addresses and telephone numbers are required within fourteen (14) days of the Owner's subcontractor review.

### **SECTION 13 -- DISQUALIFICATION**

- A. If the above requirements are not satisfied, the bid may be disqualified at the discretion of the Owner.



## CONTRACT

Project Name

AT

BRIGHAM YOUNG UNIVERSITY

LONG FORM CONTRACT NO.

Project No.:  
(Work Order No.: )

THIS CONTRACT, made and executed as of the day day of month, year, by and between BRIGHAM YOUNG UNIVERSITY, a non-profit Utah corporation of Provo, Utah (hereinafter referred to as "Owner"), and Contractor Name (hereinafter referred to as "Contractor").

### WITNESSETH:

That for and in consideration of the payments hereinafter specified to be paid by the Owner to the Contractor and the covenants and agreement herein contained to be kept and performed by the parties hereto, the Contractor agrees to build and construct the proposed Project Name at Brigham Young University in Provo, Utah (hereinafter referred to as the "Project") and to furnish and deliver all materials, and perform and supervise all services (hereinafter, the "Work") as required herein and by the contract documents hereinafter identified, all of which shall collectively constitute the contract, and shall hereinafter be referred to collectively as the "Contract".

## **ARTICLE I. THE IDENTIFICATION OF CONTRACT DOCUMENTS**

A. The Plans entitled “Name on plans” were prepared by Brigham Young University, reviewed by Ray or Steve or whomever, Title of Reviewer, and approved by Matthew H. Giles, Assistant Administration Vice-President of Brigham Young University, on date.

B. The Specifications entitled “Name on Specs” were prepared by Brigham Young University, reviewed by Ray or Steve or whomever, Title of Reviewer, and approved by Matthew H. Giles, Assistant Administration Vice-President of Brigham Young University, on date.

C. Addendum Number One, dated Month Day, Year.

D. Addendum Number Two, dated .

E. The Brigham Young University General Conditions are a part of this Contract.

## **ARTICLE II. THE CONTRACT SUM**

The Owner agrees to pay to the Contractor, in accordance with the terms hereof, the following:

Base Bid	\$
<b>Total</b>	<b>\$</b>

The Contractor agrees to accept a total of written dollar amount (check instructions for guidelines) Dollars (\$) as full compensation for performing his obligation under the contract.

## **ARTICLE III. DATE OF COMPLETION**

The Contractor agrees to complete the work required by the Contract on or before midnight, date (Month Day, Year). Time is hereby expressly declared to be of the essence of the Contract.



**ARTICLE IV. THE CONTRACTOR'S REPRESENTATIVE**

The Contractor's Representative is Name of the Contractor.

**ARTICLE V. THE OWNER'S REPRESENTATIVE**

The Owner's Representative is Matthew H. Giles.

**IN WITNESS WHEREOF**, the Owner has caused this instrument to be signed by its President, attested by its Secretary, and its corporate seal to be hereunto affixed, and the Contractor has hereunto affixed his signature as of the day and year above written.

ACKNOWLEDGED:

BRIGHAM YOUNG UNIVERSITY

CONTRACTOR

\_\_\_\_\_  
Matthew H. Giles  
Assistant Administration Vice President

\_\_\_\_\_  
contractor rep  
contractor company

\_\_\_\_\_  
Steve Hafen  
Administration Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shane Reese  
President

**BRIGHAM YOUNG UNIVERSITY**  
(Tax Exempt No. 11691946-003-STC)  
**SALES TAX EXEMPTION CERTIFICATE**  
In Lieu of Form TC-721

**TO:** contractor name

Pursuant to Utah State Tax Commission Rule R865-19S-58, Brigham Young University is exempt from sales/use tax on purchases of all Construction Materials (as defined by the above Rule). You and your subcontractors are hereby authorized to purchase Construction Materials free of Utah sales tax for the Project listed below pursuant to the agreement between you and Brigham Young University dated \_\_\_\_\_.

**PROJECT:** \_\_\_\_\_

**OWNER'S  
REPRESENTATIVE:**

<u>Assistant Administration Vice-President</u>	<u>Date</u>
202 BRWB, Provo, UT 84602-8100	
(801) 422-5500	

**CONTRACTOR'S (OR SUB'S) AFFIDAVIT**

**TO** (Name of Vendor): \_\_\_\_\_

I certify that the purchases of Construction Materials from the Vendor above are made in behalf of Brigham Young University for the above referenced Project *only*. I further certify that the Construction Materials purchased will be installed or converted into real property owned by Brigham Young University.

**NAME OF CONTRACTOR/SUB:** \_\_\_\_\_

<b>Street Address:</b> _____	<b>Phone:</b> _____
Address                      City                      State/Zip	

<b>By:</b> _____	<b>Title:</b> _____	
Authorized Representative	Position or Job Title	Date

NOTE: Vendor must keep this certificate on file for audit review. Contractor or Sub must keep a copy of this certificate on file and must notify vendors of cancellation, modification, or limitation of the exemption claimed. Contractor or Sub is liable for sales tax on any Construction Materials purchased which are not used on the Project above or which do not otherwise qualify for exemption.

# **GENERAL CONDITIONS**

## **SECTION 1 - DEFINITIONS**

- A. OWNER - Brigham Young University, Provo, UT, referred to as the "Owner."
- B. OWNER'S REPRESENTATIVE - The Assistant Administration Vice President - Physical Facilities, 202 Brewster Building, Brigham Young University, Provo, UT 84602.
- C. ARCHITECT - The Architect is a licensed architect, engineer, or organization so designated in the Contract. The term "Architect" means the Architect or his authorized representative.
- D. CONTRACTOR - The Contractor is the person or organization identified as such in the Contract and referred to throughout the Contract as if singular in number and masculine in gender. The term "Contractor" means General Contractor or his authorized representative.
- E. SUBCONTRACTOR - The person, firm or corporation supplying direct or indirect labor and/or materials at the site of the Project and under separate contract or agreement with the Contractor.
- F. PROJECT MANAGER - The BYU personnel who acts as liaison between the Owner and the Contractor for the Project. [CITY INSPECTOR ISSUE]
- G. THE WORK - The work includes all labor necessary to produce the construction, demolition, or other delivery of goods and services required by the Contract and all materials and equipment incorporated or to be incorporated in such work.
- H. THE PROJECT - The Project is the total construction designed by the Architect. The Work performed under the Contract may be the whole or a part of the work required to be performed under the Project.
- I. WRITTEN NOTICE - Written notice shall have been duly served if delivered in person to the Project Manager or the Contractor's designated representative. Written notice is also served by a registered or certified mailing to the last known address of the corporation, if delivered to the direction of the Project Manager or the Contractor's designated representative.
- J. CONTRACT - The Contract consists of the Brigham Young University short or long form contract; the Instructions to Bidders; the Supplementary Conditions; the General Conditions; the Drawings; the Specifications; Addenda; and Change Orders describing the Work and signed or acknowledged between the Owner and Contractor.

## **SECTION 2 - THE CONTRACT DOCUMENTS**

- A. The Contract represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, including the bidding documents. After written execution of the Contract, the Contract shall be amended or modified only by a Change Order.
- B. Words that have well-known technical or trade meanings are used herein by such recognized meanings.
- C. Within the Contract there shall be the following order of precedence, (1) being the highest precedent:
  - 1. The BYU Short Form or Long Form Contract takes precedence over all other documents.
  - 2. Supplementary General Conditions take precedence over General Conditions.
  - 3. General Conditions take precedence over Drawings and Specifications.
  - 4. Addenda or modifications of any nature, to the Drawings and Specifications, take precedence over the original.

5. Specifications take precedence over Drawings.
6. Within the Working Drawings, the larger scale takes precedence over smaller, figured dimensions over scaled and noted materials over graphic indications.

### **SECTION 3 - DISCREPANCIES IN THE CONTRACT**

- A. Should any question arise regarding the Contract, the Contractor shall request written interpretation and clarification from the Architect before proceeding. Without such request and written authorization, the Contractor proceeds at his own risk.

### **SECTION 4 - ADDITIONAL DRAWINGS & INSTRUCTIONS**

- A. The Architect shall promptly furnish any additional instructions or clarification necessary for proper execution of the Work specified in the Contract.

### **SECTION 5 - OWNERSHIP AND MAINTENANCE OF DRAWINGS**

- A. All drawings and specifications furnished to the Contractor, including electronic file versions, are the property of the Owner. They are not to be used on other work and must be returned to the Owner if so requested. One copy may be retained by the Contractor, but may not be used for any third-party work without the express written consent of the Owner.
- B. The Owner shall furnish, free of charge to the Contractor, all copies of drawings and specifications reasonably necessary for the execution of the Work. The Contractor shall maintain in good order on the Project one copy of drawings, addenda and specifications that shall be readily available to the Architect and the Project Manager.

### **SECTION 6 - PROGRESS MEETINGS**

- A. Contractor shall be required to attend weekly Owner, Architect, and Contractor (OAC) meetings. The agenda and meeting minutes will be prepared by the Architect. The Architect shall distribute meeting minutes within seven days of the meeting. The Contractor shall attend such meetings and shall require subcontractors to attend as necessary. These meetings are to:
  1. Insure that all activities are being coordinated properly on the Project.
  2. Review the schedule.
  3. Check the status of:
    - a. Submittals, including shop drawings and samples.
    - b. Change Orders and Proposal Requests.
    - c. Payment requests.
    - d. Any other matters that may need to be reviewed.

### **SECTION 7 - PROJECT SCHEDULE**

- A. Before the first payment request, the Contractor shall prepare and submit for review an estimated Project schedule for the Work. The Project schedule shall be in sufficient detail to include, but not be limited to:
  1. Significant elements of the Work.
  2. Period for each element of Work with a beginning and ending date.
  3. Percentage of progress of Work completed or to be completed in a monthly period.
  4. Early start anticipated schedule of all Owner Provided/Contractor Installed (OP/CI) mechanical controls.
- B. The Project schedule shall be updated monthly and submitted with each payment request and shall show the original Project schedule or revised Project schedule, one entry for each item of work, as follows:
  1. All Work already completed and paid for by Owner.

2. Work during current period for which payment is being requested.
3. Remaining Work to be done, itemized in the Schedule of Values.

## **SECTION 8 - EMERGENCIES**

- A. In case of an emergency endangering life or threatening the safety of the structure or of adjoining property, the Contractor may, without waiting for specific authorization from the Architect or Owner, act at his own discretion to safeguard life or property. Compensation and time shall be allowed the Contractor for such emergency work. The amount of both shall be decided between the Contractor, the Architect, and the Owner.
- B. The Contractor shall notify the Project Manager immediately and shall make a full written report of such emergency action to the Project Coordinator within seven days of the event.

## **SECTION 9 - SUBMITTALS, SHOP DRAWINGS, AND SAMPLES**

- A. General:
  1. The Contractor shall deliver submittals, shop drawings or samples to the Owner and Architect as indicated below. Furthermore, the Contractor shall accompany each submittal with a transmittal letter indicating the title of the Project, the name of the Contractor, the title of the submittal and the specification section number.
- B. Submittal Schedule:
  1. The Contractor shall, within twenty-one (21) calendar days after receipt of the signed contract, furnish a submittal schedule listing all items that the Contract requires for review. This schedule shall include shop drawings, manufacturers' literature, certificates of compliance, material samples, material colors, guarantees, etc.
  2. The schedule shall show the type of item, the Contract requirement reference, the Contractor's scheduled dates for submitting the items and the projected need dates for review by the Architect. The schedule shall show a minimum of fourteen (14) calendar days for review by the Architect. If resubmittal is required, an additional seven (7) days will be allowed. The Contractor shall revise and update this schedule as appropriate and submit it with each payment request until all items have been submitted and reviewed.
  3. The Contractor shall coordinate the submittal schedule with the Project schedule for all the work. The Contractor shall revise and update the submittal schedule to insure consistency with the Project schedule. The Contractor shall promptly provide such revised submittal schedules to the Owner.
  4. Furnishing of the submittal schedule or subsequent revisions shall not be interpreted as relieving the Contractor of the obligation to comply with all Contract requirements for items on the schedule.
- C. Definitions:
  1. Shop drawings are drawings, diagrams, illustrations, electronic files, schedules, performance charts, brochures and other data prepared by the Contractor or subcontractor, manufacturer, supplier, or distributor. Shop drawings illustrate some portion of the work and confirm dimensions and conformance to the Contract.
  2. Samples are physical examples furnished by the Contractor to illustrate materials, equipment, color, or construction and to help establish standards by which the work will be judged.
- D. Procedure:
  1. The Contractor shall review and stamp his certification that the products and methods meet the requirements specified in the Contract. The Contractor shall submit one (1) electronic copy of shop drawings to the Architect and one (1) electronic copy to the Owner, with reasonable promptness and in orderly sequence. Shop drawings and samples not required by the Contract

- but requested by the Contractor, or supplied by those under contract to him, need not be submitted to the Architect and Owner for approval. These shop drawings shall meet all specified shop drawing requirements, except those relating to submission to the Architect and Owner.
2. The Contractor shall reject shop drawings not in conformance with the Contract.
  3. Shop drawings shall be complete and detailed. If reviewed by the Architect, each copy of the shop drawings shall be stamped and dated by the Architect. If review "with exception" or "as noted" by the Architect is so identified, stamped and dated, the Contractor shall comply with notations shown. If the Architect requires resubmission of submittals, the Contractor shall make any corrections at the Contractor's expense. The Contractor shall not copy Project drawings and use those drawings as submittals.
    - a. Any shop drawing which does not conform to the Contract shall be explicitly noted on the drawings and in the transmittal letter. This shall not be construed as approval to proceed with performing or providing the changed work until specifically approved by the Owner and a Change Order accordingly issued. If shop drawings show variations from Contract requirements because of standard shop practice, or for any other reason, such variations shall be explicitly noted in the transmittal letter. Shop drawing review shall be general. It shall not relieve the Contractor of responsibility for accuracy of such shop drawings, nor for proper fitting, construction of work, furnishing of materials or work required by Contract and not shown on shop drawings.
    - b. All transmittal of shop drawings may be by email or other electronic means.
- E. By approving shop drawings and samples, the Contractor determines and certifies that all field measurements, field construction criteria, materials, catalog numbers and similar data conform to the Contract. The Contractor determines and certifies that he has checked and coordinated each shop drawing and sample with requirements of the Contract.
- F. No work requiring a shop drawing or sample submission shall be commenced until submission has been approved in writing by the Architect.
- G. Samples:
1. Where specified or required, the Contractor shall submit samples to the Architect with specification material, affidavits, and other documentation as required by the Architect or the Owner.
  2. It is the Contractor's specific responsibility to ascertain that samples have been checked and approved before being submitted.
  3. Cost of samples, including transportation, delivery and any other costs, shall be paid by the Contractor. Unless specified otherwise, samples shall be submitted in triplicate for the Architect, the Owner and the Contractor. The Contractor shall keep his samples on the jobsite. Where samples are specifically required to be submitted for approval, no work involving the sampled materials shall proceed until written approval has been obtained from the Architect.
- H. Review by the Architect and the Owner:
1. Review of shop drawings by the Architect and the Owner shall not be construed as a complete check, but will show only that the general method of construction and detailing is satisfactory. Review of such drawings will not relieve the Contractor of responsibility for any error that may exist in the submittals.

## **SECTION 10 - ROYALTIES & PATENTS**

- A. The Contractor shall pay all royalties and license fees. The Contractor shall defend and hold the Owner harmless from all suits or claims for infringement of any patent rights.

## SECTION 11 - CONTRACTOR'S LIABILITY INSURANCE AND BONDS

### A. Insurance:

1. The Contractor shall not commence work under this Contract until he has obtained the insurance required and evidence of such insurance has been submitted to and approved by the Owner. The submittal of said evidence to the Owner shall not relieve or decrease the liability of the contractor.

a. Workers' Compensation & Employers' Liability Insurance as required by statute.

b. Commercial General Liability Insurance – the current version of ISO Form CG 00 01 or equivalent, Occurrence Policy, with -

(1) Limits of not less than -

(a) General Aggregate	\$ 2,000,000.00
(b) Products - Comp/OPS Aggregate	\$ 2,000,000.00
(c) Personal and Advertising Injury	\$ 1,000,000.00
(d) Each Occurrence	\$ 1,000,000.00
(e) Fire Damage (any one fire)	\$ 50,000.00
(f) Medical Expense (any one person)	\$ 5,000.00

(2) Endorsements attached thereto including the following or their equivalent -

(a) The current version of ISO Form CG 25 03, Amendment of Limits of Insurance (Designated Project or Premises), describing the subject Contract and specifying the limits as shown above.

(b) The current version of ISO Form CG 20 10, Additional Insured -- Owners, Lessees, or Contractors (Form B), naming the Owner as an additional insured and containing the following statement - "This endorsement also constitutes primary coverage in the event of any occurrence, claim, or suit."

c. Automobile Liability Insurance, with -

(1) Limits of not less than \$1,000,000.00 Combined Single Limit per accident.

(2) Coverage applying to any auto.

### B. Certificate of Insurance, on the current version of ACORD 25-S Form, or equivalent, filed with the Owner identifying:

1. Owner, as defined in the Construction Contract, as Certificate Holder and Additional Insured.
2. Endorsements, as listed above. (Note: If forms other than ISO forms are used, copies of the non-ISO forms are to be attached to this certificate).
3. Project as defined in the Construction Contract.
4. Cancellation clause of the certificate amended to read, "Should any of the above described policies be canceled before the expiration thereof, the issuing company will mail a notice within thirty (30) days to the certificate holder named."
5. Insurance companies providing coverage - All companies listed must be rated "A-" or better in the Standard and Poor's Solvency Review Guide Property & Casualty (current edition.)
6. The Name, Address, and Telephone Number of The "Producer" - The certificate is to bear an original signature of the Authorized Representative of the Producer. Facsimile or mechanically reproduced signatures will not be accepted.

### C. Performance Bond and Labor & Material Payment Bond:

1. The Contractor shall furnish the Owner a performance bond, and a labor and a material payment bond each in an amount equal to 100 percent of the Contract amount as security for all obligations arising under the Contract. Such bonds shall –

a. Be written on Form AIA Document A312. Where the laws of the state in which the project is located mandate a statutory payment bond form, such mandated payment bond form shall be used but is to be accompanied by the AIA Document A312 Performance Bond.

b. Be issued by a surety company or companies licensed in the state in which the Project is located and holding valid certificates of authority under applicable federal insurance law as acceptable sureties or reinsurance companies on federal bonds. The penal sum

obligation assumed by each surety, shall not exceed the maximum amount permitted by law.

c. Be accompanied by a certified copy of the Power of Attorney stating the authority of the Attorney-in-fact executing the bonds on behalf of the Surety.

D. The Owner reserves the right to reject any insurance company, policy, endorsement, certificate of insurance, surety company, performance bond, or labor and material payment bond with or without cause.

E. The cost of such insurance and such bonds as required above shall be the obligation of the Contractor.

## **SECTION 12 - HOLD HARMLESS AGREEMENT**

A. Besides obtaining insurance coverage as required above, the Contractor shall indemnify and save the Owner, the Architect, and their agents and employees harmless from and against any liability, demands, causes of action or claims thereof, whether well founded or otherwise, including the cost of defending the same, for bodily injury to any person whatsoever (including the employees of the Owner or the Architect) or damage to property of any person during construction because of the negligence of the Contractor, their subcontractors or material suppliers, their agents or employees.

B. The Contractor shall defend the Owner and Architect in any lawsuit filed by any of their subcontractors or material suppliers. Where liens have been filed against the Owner's property, this shall require the Contractor or his bonding company to obtain lien releases and record them in the appropriate county or local jurisdiction so as to unencumber and provide the Owner with a title free and clear from any liens.

C. No subcontract shall relieve the Contractor of any of his liability or obligation under the Contract. The Contractor agrees that he is fully responsible to the Owner for acts or omissions of his subcontractors and their material suppliers and of persons either directly or indirectly employed by them.

## **SECTION 13 - BUILDERS RISK LOSSES**

A. The Owner will provide Builder's Risk Insurance or reimburse the Contractor for losses to the Project, described herein, to the extent to which such losses are or would be covered by the Owner's Policy Form of F.M. Global's "All Risk" insurance policy covering Builders Risk Insurance. 1.

Deductible Clause - All claims for loss or expense arising out of one occurrence shall be adjusted as one claim, and from the amount of such adjusted claim, there shall be deducted the sum of:

a. \$2,500.00 on all Projects. The deductible amount is the responsibility of the Contractor or Subcontractor.

2. Loss Reporting Procedure - All losses requiring reimbursement under this Section shall be reported to the Project Coordinator as soon as practical and always before the beginning of repairs so that details of the loss can be obtained and verified to simplify a prompt loss adjustment.

B. Copies of the insurance forms are available from the Owner at the Brigham Young University Physical Facilities, Construction Section offices.

## **SECTION 14 - PERMITS, INSPECTIONS, CERTIFICATES, AND REGULATIONS**

A. Permits:

1. The Contractor shall obtain, and the Owner shall pay cost of, permits necessary for completion of this work. "Permits," as used in this paragraph includes any permits necessary for the Contractor to complete the Work, including but not limited to: excavation, footing, and foundation permits; building permits; hot work permits; elevator permits; fire sprinkler permits; boiler permits; demolition permits; specialty permits from the State of Utah or other federal or state



governmental entities, such as Health Department permits; etc. The responsibility for obtaining, and any resulting liability for failing to obtain, such permits shall rest with the Contractor.

2. The Contractor shall schedule and coordinate all necessary inspections and shall notify the Project Manager and the Authority Having Jurisdiction of all inspections. The Contractor shall be responsible for securing a certificate of occupancy that may be required by Authorities Having Jurisdiction over the Work. The Contractor shall deliver these certificates to the Project Manager before execution of the Certificate of Substantial Completion.
3. The Contractor will be required to notify the Utah Division of Air Quality of any demolition projects and obtain all permits required by the State, County, and/or Provo City. The Contractor shall include all demolition permit fees in his bid.
4. The Contractor shall hold harmless, defend, and indemnify Owner from and against any and all claims, demands, allegations, fines, and damages associated with or arising from the Contractor's failure to obtain required permits.

**B. Regulations:**

1. The Contractor and others working under his jurisdiction, supervision, or control shall do all work according to laws, regulations, and ordinances required by governmental authority or other agencies having jurisdiction over this work.
2. If the Contractor observes that the Contract is in variance with any laws, regulations or ordinances, he shall notify the Project Manager and shall not proceed unless necessary changes required for compliance with said laws, regulations and ordinances have been made as provided in the General Conditions, Section 24. The Contractor shall be fully responsible for any work knowingly done contrary to laws, regulations and ordinances. The Contractor shall fully indemnify the Owner against loss and bear all costs and penalties arising from those violations.
3. The Contractor shall hold harmless, defend, and indemnify Owner from and against any and all claims, demands, allegations, fines, and damages associated with or arising from the Contractor's failure to follow applicable regulations.

**SECTION 15 - MEASUREMENTS, SURVEYS, BUILDING LAYOUT & SITE EXAMINATION**

**A. The Contractor shall be responsible for:**

1. Establishing lot lines and bench marks.
2. Laying out the work on the building site.
3. The proper observance of property lines and set back requirements.
4. The location and layout of buildings as noted in the drawings with respect to the position on the property and elevation in relation to the grade.

**B. If existing conditions shown in the Contract documents differ materially from those the Contractor encounters in the performance of the work, the Contractor shall immediately notify the Architect and the Owner in writing.**

**C. The Architect and the Owner shall promptly investigate the reported conditions. If they find that such conditions do materially differ and cause an increase or decrease in the Contractor's cost or the time required for performance of any part of the work, the Owner shall make an equitable adjustment by Change Order.**

**D. As the work progresses, the Contractor shall lay out on the forms, or floors, the exact locations of all partitions as a guide to all trades. Subcontractors providing work that is to be placed in connection with walls and/or partitions shall check such locations and immediately notify the Contractor of any conflicts in structure or changes necessary to adapt services, utility lines or equipment required by the Contract. Subcontractors and others failing to make such checks and give notice as outlined above shall be required to assume any costs resulting from their failure to do so.**

**E. Before ordering materials or doing work, the Contractor shall verify all measurements to properly size or fit**

the work. No extra charge or compensation will be allowed by the Owner resulting from the Contractor's failure to comply with this requirement.

## **SECTION 16 - INSPECTION OF WORK**

- A. The Architect, Owner, and other inspectors or government officials as appropriate shall always have full access to all phases of the work. The Contractor shall provide adequate means to simplify inspection.
  - 1. The Contractor shall notify the Project Manager and local authorities twenty-four (24) hours before doing work that covers or otherwise makes it difficult to inspect structural, plumbing, mechanical, electrical, or other work.
  - 2. Should any of the work be covered before it is inspected by Project Manager and local authorities, the Contractor shall uncover that work for inspection at his own expense.
  - 3. The Contractor shall schedule the work so an inspection team may inspect the mechanical, electrical, and plumbing work before it is covered up. This inspection team will furnish a list of items that must be completed before the work is concealed.

## **SECTION 17 - SUPERVISION & CONSTRUCTION PROCEDURES**

- A. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the Contract. The Contractor shall not change project managers or superintendents without the written consent of the Owner.

## **SECTION 18 - ARCHITECT'S STATUS AND DECISIONS**

- A. The Architect shall assist the Project Manager during the construction period.
  - 1. The Architect will make frequent visits to the site to familiarize himself with the progress and quality of the work and to determine if the work is proceeding according to the Contract and schedule. During periodic visits the Architect may condemn work that fails to conform to the Contract.
  - 2. The Architect shall interpret the conditions of the Contract and be the judge of its performance. He shall use his powers under the Contract to enforce its faithful performance by the Contractor. The Architect will review shop drawings and prepare Proposal Requests. The Architect will conduct inspections with the Project Manager to determine the dates of substantial completion and final completion.
  - 3. In general, the Architect shall work with and coordinate with the Project Manager and the Contractor for the accomplishment of the Work. However, in the event that the Architect and Project Manager disagree on how a work should be accomplished, the Contractor shall take final direction from the Project Manager.
  - 4. Neither the Owner nor the Architect will be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs concerning the Work. Neither the Owner nor the Architect will be responsible for failure of the Contractor, subcontractor, material supplier or their employees to carry out the Work according to the Contract.

## **SECTION 19 - MATERIAL & EQUIPMENT**

- A. DELIVERY, STORAGE, & HANDLING
  - 1. Materials shall be delivered to the site in original packaging with labels and trademarks intact, and such labels and trademarks shall remain intact until used. Structural steel, piping and fittings shall be manufactured in the United States of America.
  - 2. The Contractor shall confine his apparatus, storage of materials, and operations of his workers to limits indicated by law, ordinances and permits. The Contractor shall arrange and maintain storage of materials within contract limit lines in an orderly manner leaving all walks, driveways, roads and entrances unencumbered. The Contractor and the Contractor's employees shall park

- only in the areas designated by Owner.
- 3. All new and existing equipment on the site shall be protected from physical damage and from the elements by measures satisfactory to the Architect and the Project Coordinator. All rotating equipment shall be rotated four turns weekly during construction.
- 4. If any material is found not conforming to the Contract, the Contractor shall remove such nonconforming materials at his expense.

#### B. PRODUCT OPTIONS & SUBSTITUTIONS

- 1. When several materials are specified in the Contract by name for one use, the Contractor may select any one of those so specified. The mixing of different products specified by name for one use is prohibited.
- 2. Items and material not specified in the Contract shall be removed and replaced by specified items and material at no additional cost to the Owner. No additional time will be added to the Contract for removal or replacement.
- 3. Wherever words "approved by," "satisfactory to," "submitted to," "inspected by," or similar phrases are used in this specification, they shall be understood to mean that the material or item referred to shall be approved by, be satisfactory to, submitted to, or inspected by the Architect and the Project Manager.

### SECTION 20 - TEMPORARY CONSTRUCTION FACILITIES

#### A. TEMPORARY ELECTRICITY

- 1. The Contractor shall arrange with the proper authority (State, County, City, Owner, etc.) for all power required by the Contractor during the construction period until the Certificate of Substantial Completion is issued. If the power is coming from a BYU owned source, it will be paid for by BYU with the exception of the installation cost of equipment, conduit, wire, etc. BYU may provide transformer(s) and meter(s) at their discretion. Contractor to coordinate with BYU Construction Project Manager prior to bid. If no coordination takes place prior to bid, contractor is to provide transformer and meter at no additional cost to the owner after bid. Contractor shall bare the cost of any damages to owner provided equipment due to contractor's negligence. The method of metering, connections, etc., must have the written approval of the authority furnishing the utility to the Contractor. The Contractor shall be responsible for all utilities needed for his use during the entire construction period.
- 2. The Contractor shall provide all temporary wiring, outlets, metering (if the source of power is other than a BYU source), and associated materials. The temporary electrical system shall comply with local codes and the current, adopted version of the National Electrical Code.
- 3. The Contractor shall provide electrical power to distribution centers only.
- 4. If utility service is available from the Owner's permanent utilities, the Contractor may, by arranging with the Owner, use these permanent utilities. The Owner assumes no responsibility for damage caused by the Contractor using any of the Owner's utilities due to interruption of services by the Owner, whatever the cause.
- 5. The contractor may not use BYU provided power for welding equipment or other major equipment without written approval of BYU. Anything needing power other than for small tools, temporary lighting and project start up and function of permanent equipment (for example: elevator and mechanical equipment) shall be approved in writing by the BYU project Manager.

#### B. TEMPORARY LIGHTING

- 1. The Contractor shall provide wiring, outlets and fixtures for temporary lighting.
- 2. The Contractor shall provide pigtails and other lights for all areas within and around the building, sufficient to meet OSHA regulations, or to provide the following intensities, whichever is greater:
 

a. All working areas	3 foot candles
b. Stairs, landings, ramps	5 foot candles
c. Outdoor floodlighting within contract limit lines	3 foot candles
d. All areas involving finish work	30 foot candles

### C. TEMPORARY HEATING, COOLING & VENTILATING

1. All temporary heating and cooling shall be arranged and paid for by the Contractor. Heating and cooling from the central plant will be charged at \$12.00 per million BTUs, if available and payable monthly to the Owner. BYU will provide the meter and contractor will install.
2. New Additions and New Buildings:
  - a. The Contractor shall be responsible for installation and operation of temporary heating, cooling, and ventilating units including fuel, temporary piping, fittings, wiring, and connections in new additions and new buildings as necessary.
  - b. The Contractor shall be responsible for damage to building and contents caused by cold, heat, and dampness.
  - c. The Contractor shall maintain safe conditions for use of temporary heating, cooling, and ventilating systems including, but not limited to, the following:
    - (1) Operate equipment following the manufacturer's instructions.
    - (2) Provide fresh air ventilation required by the equipment manufacturer.
    - (3) Keep temperature of fuel containers stabilized.
    - (4) Secure fuel containers from overturning.
    - (5) Operate equipment away from combustible materials.
    - (6) Provide adequate fire extinguishers.
3. Existing Building:
  - a. Where practicable and unless otherwise specified, existing facilities may be used, at the Owner's expense, to maintain minimum heating and cooling requirements. Normal setback temperature patterns shall not be interfered with except as specifically required to meet construction requirements. The existing system shall be protected by the Contractor from contamination, construction dust and debris. Filters shall be maintained in a clean condition and replaced with new filters at the completion of construction.
4. Specific heating requirements, unless otherwise specified by industry or manufacturer specifications, include but are not limited to:
  - a. Gypsum Plaster – Uniform minimum temperature of 55 deg F for a week before application of plaster, during plastering operations, and until plaster is dry.
  - b. Gypsum Board - 55 degrees F minimum day and night during entire joint treatment operation and until execution of Certificate of Substantial Completion.
  - c. Ceramic Tile - 50 deg F minimum during preparation of mortar bed, laying of the tile, and for 72 hours after completion of the tile work.
  - d. Acoustical Tile - 70 deg F minimum during setting of the tile.
  - e. Resilient Flooring - 70 deg F minimum during application.
  - f. Painting - 55 deg F minimum during painting operations and until dry.
5. When temporary heating, cooling, or ventilating is no longer required, the Contractor shall dismantle the temporary system and remove it at his own expense. The Contractor shall return permanent mechanical equipment to 'like-new' condition for the Substantial Completion Inspection. All warranties will begin at substantial completion regardless of when the equipment was started.

### D. TEMPORARY WATER

1. The Owner will allow the Contractor usage of existing water facilities required for construction, at the Contractor's expense. If additional water is needed which cannot be supplied by existing facilities, the Contractor is to pay for installation of all valves, piping and metering, and arrange with the proper authority for connection of the additional water. BYU will provide the meter and contractor will install.

### E. TEMPORARY SANITARY FACILITIES

1. The Contractor shall provide and maintain sanitary, temporary toilets.
2. The Contractor shall at all times maintain such facilities clean, neat and sanitary.
3. Temporary outside toilets shall be removed at completion of the job.

F. SCAFFOLDING AND PLATFORMS

1. The Contractor or his subcontractors shall furnish and maintain all equipment such as temporary stairs, ladders, ramps, platforms, scaffolds, hoists, runways, derricks, chutes, elevators, etc., as required for proper execution of the Work.
2. All apparatus, equipment, and construction shall meet all requirements of labor laws, safety regulations and other applicable Federal, State or local laws.
3. Temporary stairs shall be built whenever needed. The Contractor shall provide temporary treads, handrails and shaft protection as needed or as required by governing codes.

H. TREE & PLANT PROTECTION

1. Before commencing site work, the Owner shall build and maintain protective fencing around existing trees and vegetation as identified on the Project drawings.
  - a. Individual trees shall have protective fencing built beyond the drip line and to the satisfaction of the Project Manager.
  - b. Groups of trees and other vegetation shall have protective fencing built around the entire group to the satisfaction of the Project Manager.
  - c. Areas within protective fencing shall remain undisturbed and shall not be used for any purpose.
2. The Contractor shall protect all other trees, shrubs, lawns and all landscape work from damage and shall provide appropriate guards and covering. If normal sprinkling system is disrupted, the Contractor shall coordinate with BYU grounds to make sure the trees are watered by BYU or the Contractor.
3. Vegetation designated on drawings to be protected that has died or has been damaged beyond repair shall be removed and replaced by the Owner and back charged to the Contractor.

I. TEMPORARY ENCLOSURES

1. When walls and roof are in place, the Contractor shall provide temporary, weather tight enclosures for all exterior openings to protect all work. Openings into existing structure shall be made weatherproof.

J. PROTECTION FROM SNOW & ICE

1. The Contractor shall remove all snow and ice as may be required for the proper safety, protection and execution of the Work.

K. BRACING, SHORING, & SHEATHING

1. The Contractor shall design, furnish, install, and maintain all shoring, bracing, and sheathing as required for safety and proper execution of the Work and have the same removed if required when the Work is completed.

L. PROTECTION OF PERSONS

1. The Contractor shall provide, install, and maintain all necessary precautions to protect all persons on the site, including the public. Such measures shall include:
  - a. Posting of appropriate warning signs in hazardous areas.
  - b. Providing guardrails, fencing and barricades of adequate heights around all openings in floors or roofs, and around all excavations. All guardrails shall meet all applicable codes.
  - c. Providing warning lights around obstructions, pits, trenches, or similar areas on-site or in adjacent streets, roads, sidewalks, or in the structure itself.
  - d. When use or storage of hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel, and shall perform the work in accordance with all applicable codes or regulations.

M. PROTECTION FROM WEATHER

1. The Contractor shall provide protection against weather and protect all work, materials, apparatus, and fixtures. At the end of the day all work that might be damaged shall be covered.

2. If low temperatures or other weather conditions make it impossible to continue operations safely in spite of precautions, the Contractor shall cease work and notify the Project Manager.

**N. PROTECTION OF EXISTING WORK**

1. The Contractor shall protect all streets, private roads, and sidewalks, including overhead protection where required, and shall make all necessary repairs to damaged Work at his own expense.
2. The Contractor shall provide proper protection of all existing Work, furnishings, and fixtures likely to be damaged. When exterior openings are made in existing Work, they shall be covered with weather tight protection at the end of the day.
3. Before commencing work, the Contractor shall survey the site, and shall photograph and note any damage to existing structures including walks, curbs and utilities and shall provide copies of the photographs to the Project Manager before proceeding with work. Any damage not noted by the Contractor will be repaired or replaced by the Contractor.
4. Any Work damaged by failure to provide protection shall be removed and replaced at Contractor's expense.

**O. FIRE PROTECTION**

1. The Contractor shall provide at least one approved fire extinguisher in plain sight on each floor at each usable stairway prior to introduction of any combustible materials into the building.
2. Fires shall not be built on the premises.
3. In existing buildings with fire alarm/detection devices, the Contractor shall cover all smoke detectors within the work area each morning before work begins and remove dust covers at the end of the day. Fire detection devices must be functioning in the work area when the Contractor is not on the site.

**P. PROTECTION OF ADJACENT PROPERTY**

1. The Contractor shall provide all necessary protection and support of adjacent property.

**Q. CONSTRUCTION CLEANING**

1. The Contractor shall keep premises broom clean during progress of the work.
2. The Contractor shall remove waste materials and rubbish left by employees, subcontractors, and material suppliers. Roads inside and outside the Project shall be cleaned daily when hauling.
3. Before and during painting and varnishing, the Contractor shall clear the area of all debris, rubbish, and building materials that may cause dust. Sweep floors as required and take all possible steps to keep area dust free.

**R. SURFACE WATER CONTROL**

1. The Contractor shall protect the excavation, trenches and building from water damage by:
  - a. Providing pumps, equipment and enclosures necessary for such protection.
  - b. Constructing and maintaining temporary drainage and pumping as necessary to keep the site free of water.
2. The cost of water control shall be borne by the Contractor. The Owner may, if promptly notified of adverse underground water conditions, negotiate reasonable financial relief for the Contractor where such conditions could not have been learned from the Soils Engineer's Report, the Contract, or by commonly known local conditions.

**S. OFFICES**

1. The Contractor shall provide and maintain a weather tight office at the construction site. This building is to be located outside of, and detached from the building under construction. Connection of utilities and monthly utility costs shall be paid by the Contractor. This building shall be the property of the Contractor and shall be removed upon completion of the Project.

**T. SHEDS AND TRAILERS**

The Contractor shall provide and maintain neat, weather-tight storage sheds or trailers for storage of all materials that might be damaged or affected by weather or moisture. These sheds or trailers shall

have wood floors raised above the ground and will be outside of and detached from the building under construction. They shall be property of the Contractor and shall be removed upon completion of the work.

**U. CODE OF CONDUCT**

Contractor recognizes that BYU is an affiliate of the Church of Jesus Christ of Latter-day Saints, and that students and employees at BYU expect to work and learn in an environment consistent with the principles of the Church. Contractor agrees that all of Contractor's employees will A) Refrain from consuming alcohol, tobacco, or other illegal drugs on BYU campus, except that smoking may be permitted in designated, outdoor, areas; B) Refrain from using profanity; C) Observe modest standards of dress and behavior; D) be courteous and respectful to all members of the BYU campus community. Violations of these expectations may be grounds for terminating the Contractor's engagement or for asking the Contractor to dismiss a particular, offending employee from the Project.

**SECTION 21 - TESTING**

- A. Testing companies will be selected by the Owner.
- B. The Owner and/or the Architect reserve the right to have tests taken at any time.
- C. Tests not specified as part of a trade section shall be paid by the Owner.
- D. Should tests reveal a failure of the Work to meet Contract requirements, subsequent tests related to the failure shall be paid by the Contractor.
- E. Tests shall be made according to recognized standards by a competent, independent testing laboratory.
- F. Materials found defective or not in conformance with the Contract shall be promptly replaced or repaired at the expense of the Contractor.
- G. Samples required for testing shall be furnished by the Contractor and selected as directed by the Architect or Project Manager.

**SECTION 22 - EXISTING UTILITIES**

- A. Prior to execution of the Work the Contractor is to locate all existing vaults, manholes, valves, meters, etc. Contractor is to photograph, GPS, measure from existing structures and facilities that are to remain and keep this information readily available at the site/construction trailer. Contractor is also to mark the above utilities by staking and maintaining stakes for fast and accurate locating of all existing utilities in case of emergencies.
- B. BYU will initially provide all on campus blue staking information. It is the Contractor's responsibility to maintain the blue staking locations and information by staking, painting, keeping GPS coordinates or any alternative ways that the Contractor can keep current, accurate information.

**SECTION 23 - CUTTING AND PATCHING**

- A. The Contractor shall coordinate all cutting, fitting, or patching of the Work (including but not limited to cutting or patching of floorings; ceilings; roofs; walls; mechanical, electrical and plumbing; and all other surfaces and structures) that may be required to make the several parts of the Work come together properly. The Contractor shall coordinate all portions of the Work so as to receive or to be received by other portions of the Work, whether previously existing or newly created. The Contractor shall make proper repair or

closure of the Work as needed or as directed by the Architect or the Project Manager.

- B. The Contractor shall refrain from cutting or digging in a manner that is harmful to the Owner's premises. Contractor agrees that Contractor will not cut or alter any section of the Owner's premises except as indicated on the plans and specifications without prior consent of the Architect and the Project Manager. The Contractor shall give 48-hour Blue Stake notice to the Project Manager and local Blue Stakes location center.
- C. In the event that Contractor shall cause damage to the Owner's premises while cutting or digging, Contractor shall cause the damage to be repaired at the Contractor's expense.
- D. All concrete slabs whether suspended or on-grade shall be scanned by the general contractor and/or verified by BYU before demoing, drilling, coring or cutting. It is the responsibility of the general contractor to repair or replace the slab, it's reinforcements and other parts, utilities in the slab and adjacent surfaces as a result of failure to scan the slab.

## **SECTION 24 - CONDEMNATION OF WORK**

- A. The Owner or the Architect shall have the right to condemn and require removal of the following at the Contractor's expense:
  - 1. Any portions of the Work that do not meet the requirements of the Contract either in substance or installation.
  - 2. Any portions of the work damaged or rendered unsuitable during installation or resulting from the Contractor's failure to properly protect the work.

## **SECTION 25 - CHANGES IN THE WORK**

- A. The Owner may make changes within the general scope of the Contract, including but not limited to changes:
  - 1. In the Contract.
  - 2. In the method or manner of performance of the Work.
  - 3. In the Owner-furnished facilities, equipment, materials, or site.
  - 4. In directing acceleration of the Work.
- B. Any written order from the Owner or Architect which changes the scope of the work shall be a Change Order.
- C. The Architect is authorized to order minor changes during the Work that will not involve significant extra cost or time. The price of such minor changes will be mutually agreed upon between the Project Manager and the Contractor. The Contractor will proceed with the changed work immediately. These minor field changes will subsequently be included in a Change Order.
- D. Proposal Requests may be issued which ask the Contractor to submit a price for proposed changes in the scope of the Work. The Contractor is to promptly provide costs associated with the prospective changes, including credits for deleting any unnecessary Work. Cost breakdowns are to be submitted in sufficient detail to verify that the complete scope of the Work is understood by the Contractor, Architect, and Project Manager.
- E. Change Orders -
  - 1. Except for emergencies as covered in Section 8, and to avoid delays, no changes in the work shall be made without a written Change Order. The Contractor's proposal shall be the basis of negotiation for the Change Order price and/or time adjustments.
  - 2. If the Owner decides it is necessary to proceed with changed work to avoid delay before prices or times have been negotiated, he may order the Contractor to proceed on a time and materials basis or on a mutually agreed not-to-exceed price and time extension. This notice to proceed shall be issued by the Owner's Representative. Upon receipt of such order, the Contractor shall immediately perform the changed work. The Owner and the Contractor will then negotiate the price and/or time when practicable, and a Change Order will be issued.



3. When submitting proposals for Change Orders, the Contractor shall furnish a price breakdown itemizing costs as required by the Owner. Unless otherwise directed, the breakdown shall be in sufficient detail to allow an analysis of all material, labor, equipment, overhead costs and profit, and shall cover all Work involved in the change, whether such Work was deleted or added. Any amount claimed for subcontractors shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification shall be furnished. The proposal, with the price breakdown and time extension justification, shall be furnished within fourteen (14) days of the date that the first request was made by the Owner's Representative. In such proposals, profit and overhead shall be computed as follows:
  - a. The Subcontractor's profit and overhead shall not exceed 15% of total direct costs.
  - b. The Contractor's profit and overhead on work done by his own crews shall not exceed 15% of total direct costs.
  - c. The Contractor's profit and overhead on work performed by subcontractors shall not exceed 5% of total direct costs or in the case of a CMGC Contract the Contractor's profit and overhead fee on change orders shall not exceed the pre-contract negotiated fee.
  - d. The subcontractor's profit and overhead on work performed by any of his subcontractors shall not exceed 5% of total direct costs. Contractor's profit and overhead will not exceed 5% of total direct costs.
  - e. On credit changes, profit and overhead on the originally estimated work will not have to be returned to the Owner.
  - f. No supervision costs, office managerial costs, or office expenses can be added to Change Orders.
  - g. Upon signing a Change Order, the Contractor releases the Owner from any further claim for money or time because of the changed work.

#### **SECTION 26 - CLAIMS FOR EXTRA COST**

- A. If the Contractor intends to assert any additional claim for equitable adjustment of cost or time, he must, within fourteen (14) calendar days of the events or circumstances giving rise to the change, submit to the Architect and the Owner a written statement of the nature and monetary extent of such claim. If a mutually acceptable settlement of the claim cannot be reached within a reasonable time, the parties to the Contract shall handle the matter as a dispute under Section 27 "DISPUTES."

#### **SECTION 27 - DELAYS AND EXTENSION OF TIME**

- A. All time limits stated in the Contract are of the essence. Contractor agrees to carry out the Work according to the time durations and limits as specified in the Contract.
- B. If the Contractor is delayed any time during the progress of the work because of labor disputes, abnormal weather, unusual delays in transportation, or any other causes beyond the Contractor's control, the Contractor may be given additional time to complete the work by Change Order.
  1. All requests for time extensions shall be made in writing to the Project Manager.
    - a. Claims for time extension due to abnormal weather shall be made within fourteen (14) days of the abnormal weather.
    - b. Claims made beyond these time limits shall not be considered by the Owner.
  2. Requests for time extensions shall be fully documented by including copies of daily logs, letters, shipping orders, delivery tickets and other supporting information.
  3. In case of a continuing cause of delay only one claim is necessary.

#### **SECTION 28 - DISPUTES**

- A. Except as otherwise provided in the Contract, any dispute concerning a question of fact arising under this Contract that is not disposed of by agreement shall be decided by the Owner's Representative (as represented by the Assistant Administration Vice President/Physical Facilities of Brigham Young University). The decision shall be rendered in writing and mailed or otherwise given to the Contractor. If

the decision is not agreeable to the Contractor, the Contractor will, within fourteen (14) days of the decision, mail or otherwise furnish to the Owner's Representative a written appeal addressed to the Owner.

## **SECTION 29 - CORRECTION & WARRANTY OF WORK**

- A. The Contractor shall promptly correct any work that fails to conform to the requirements of the Contract during the progress of the Work. The Contractor shall remedy any defects due to faulty materials, equipment or construction that appear within one year from substantial completion of the Contract or within such longer periods as may be prescribed by law or by the terms of any applicable extended guarantee required by the Contract. The Contractor shall promptly correct all faulty work or pay all costs of correcting the faulty work.

## **SECTION 30 - OWNER'S RIGHT TO DO WORK**

- A. If the Contractor defaults or neglects to carry out the Work according to the Contract or fails to perform any provision of the Contract, the Owner may, upon approval of the Architect, after providing seven days written notice to the Contractor and without prejudice to any other remedy Owner may have, make good such deficiencies. In such case, an appropriate Change Order will be issued deducting the cost of correcting such deficiencies, including the cost of the Architect's additional services made necessary by such default, neglect or failure. If the payments due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. .

## **SECTION 31 - CONTRACTOR'S PAY REQUEST**

- A. The Contractor shall submit to the Project Manager a monthly payment request based on the estimated value of the work completed and materials on the site as of that date. The payment request shall be on the form provided in this document, or on the then-current AIA G702 Application and Certification for Payment (or equivalent) Form. Such payment request shall be based on the schedule of values submitted by the Contractor. The Contractor warrants that title to all work, materials and equipment covered by the payment request, whether incorporated in the Project or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances. The Project Manager may audit Contractor payments to subcontractors or suppliers anytime.

## **SECTION 32 - PAYMENTS TO CONTRACTOR**

- A. Upon approval of the Contractor's monthly payment request, the Owner will, within fourteen (14) days after receipt of said certification, mail to the Contractor a sum equal to 95% of the amount requested, less previous payment thereon. The retention that is withheld by the Owner will be placed in an interest-bearing account and paid to the Contractor after the project is completed and accepted by the Owner.
- B. Upon receipt of a payment by the Owner, the Contractor shall pay each subcontractor within fourteen (14) calendar days, the amount allowed to the Contractor for the subcontractor's work.
- C. The Contractor's monthly payment request, which shall show the amount paid under the subcontract, shall be made available to the Project Manager for examination. Full and final payment of the Contract amount shall be made within thirty (30) days of the completion of the following requirements:
1. The Architect's and Owner's written acceptance of the work.
  2. Payment of all labor and material bills, and receipt of all final lien waivers or lien releases from all subcontractors, mechanics and suppliers.
  3. No payment made under this Contract shall be construed to be an acceptance of defective or improper materials or construction.
- D. A schedule of dollar values shall be submitted to the Architect and the Owner before the Contractor's first

payment request will be processed.

- E. The schedule of values shall be submitted on the Owner's standard payment request form.
  - 1. This breakdown shall follow the trade divisions of the specification. Each item shall include its pro rata part of overhead and profit so that the sum of the items will equal the Contract price.
  - 2. The breakdown will correspond exactly to items of work in the Project schedule including work of subcontractors.
- F. The Contractor shall make arrangements to receive all payments from the Owner by direct deposit.

### **SECTION 33 - PAYMENTS WITHHELD**

- A. Payments may be withheld from the Contractor by the Owner to protect the Owner from loss due to:
  - 1. Defective work not remedied.
  - 2. Liens or claims filed or reasonable evidence of probable filing.
  - 3. The Contractor's failure to promptly pay subcontractors for labor and materials accepted by the Contractor.
  - 4. The Architect's or the Project Manager's reasonable doubt that the Project can be completed for the unpaid balance of the Contract price.
  - 5. Damage to another contractor.
  - 6. Failure to maintain scheduled progress.
- B. Upon satisfactory correction of the above conditions, withheld payments will be made.

### **SECTION 34 - CONTRACTOR RESPONSIBILITIES**

- A. The Contractor is fully responsible for the Project and all materials and work until the Owner has accepted the completed Project in writing. The Contractor shall replace or repair, at his own expense, any materials or work damaged or stolen even if the Contractor has received payment for the work or materials.
- B. By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract.
- C. The Contractor shall employ a competent superintendent satisfactory to the Architect and the Owner. The superintendent shall be present at the Project site during the progress of the Work. This superintendent shall not be changed except with the prior consent of the Project Manager or unless the superintendent ceases to be in the Contractor's employment. The replacement superintendent shall also be subject to these conditions. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be as binding as if given to the Contractor.
- D. The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Architect.
- E. In the event that the Contractor receives purported directions regarding the Work from anyone other than the Project Manager, the Contractor shall forward/direct all communications to the Project Manager.
- F. Unless otherwise directed, the Contractor shall, within two (2) hours after the bid opening, furnish the Architect and the Owner a list of the proposed subcontractors who will be working on the Project. The Owner will notify the Contractor in writing if any of the subcontractors are unacceptable.
- G. The Contractor shall not contract with any subcontractor who has been rejected by the Owner or the Architect. The Contractor will not be required to contract with any subcontractor, person or organization

against whom he has a reasonable objection if such objection is made before the bid opening. The Contractor is not to use or accept any bid from a subcontractor unless the Contractor is willing and able to work with that subcontractor.

- H. If the Owner or the Architect requires a change of any proposed subcontractor or person or organization previously accepted by them, the Contract amount shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued.
- I. The Contractor shall not make any substitution of a subcontractor who has been accepted by the Owner and the Architect unless the substitution is accepted in writing by the Owner and the Architect. Any increase in cost shall be paid by the Contractor.
- J. All damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, or by either of their agents, shall be remedied by the Contractor at no cost to the Owner.
- K. The Contractor shall be solely responsible for initiating and supervising all safety programs including, but not limited to:
  - 1. The protection of all persons on the site, including the public.
  - 2. All conditions specified in this contract.
  - 3. All conditions required by codes and/or governmental regulations including OSHA.
  - 4. The protection of all property on the site or affected by the Work.
  - 5. The Contractor shall designate a responsible member of its organization at the site whose duty will be the prevention of accidents. This person will be Contractor's onsite representative unless otherwise designated in writing by Contractor to Owner and Architect.
- L. The Contractor shall be responsible for:
  - 1. Limiting all Work at the site to Monday through Saturday, between the hours of 7:00 A.M. to 10:00 P.M. No Sunday work is to be performed. Any exceptions to the working hours or days must be made by prior written authorization by the Owner.
  - 2. Requiring all personnel on site to be appropriately dressed. This includes protective clothing and equipment as needed. Shirts are to be worn at all times.
  - 3. Limiting all Work at the site according to local noise ordinances or other ordinances.
- M. The Contractor's employees shall not be allowed to use radios, boomboxes, etc., on the site.
- N. Renderings representing the Work are the property of the Owner. All photographs of the Work, whether taken during construction or at completion, are the property of the Owner. The Owner reserves all rights including copyrights to renderings and photographs of the Work. Buildings shall not be photographed, and no renderings or photographs shall be taken, obtained, used, or distributed without the prior written consent of the Owner.
- O. All information regarding the cost of the Project shall be considered confidential and shall not be disclosed by the Contractor to any third party without the prior written consent of the Owner.

## **SECTION 35 - SUBCONTRACTORS**

- A. The Contractor's responsibility for this Project includes the work of all subcontractors and material suppliers, including those recommended or approved by the Owner. The Contractor shall be held responsible to the Owner for proper completion and guarantee of all construction and materials under subcontracts and for the acts and omissions of his subcontractors or their employees. Any warranties required for such work shall be obtained by the Contractor in favor of the Owner and delivered to the Owner. It is expressly agreed that there is no contractual relationship between the Owner and any subcontractor, and under no circumstances shall the Owner be responsible for the nonperformance or financial failure of any subcontractor.

- B. The Contractor shall require each subcontractor to agree:
  - 1. To be bound by terms of the Contract as far as applicable to the subcontractor's work.
  - 2. To assume toward the Contractor the same obligations the Contractor has assumed toward the Owner, including the prompt payment of his employees and material suppliers affected by this work.
  - 3. To submit his applications for payment to the Contractor in time to allow the Contractor to make timely application to the Owner.
  - 4. To execute claim or lien releases or lien waivers as requested by the Contractor for payments made by the Contractor.
  - 5. To make all claims for extra work or for extensions of time to the Contractor in the same manner the Contractor is to make this type of claim to the Owner.
- C. The Contractor agrees in his relationship with the subcontractors:
  - 1. To bind himself to the subcontractors by all the obligations that the Owner assumes to the Contractor.
  - 2. To pay the subcontractors within fourteen (14) calendar days upon receipt of payment from the Owner that portion of the funds received as represents the subcontractor's portion of the Work completed to the Contractor's satisfaction for which payment was made by the Owner.

#### **SECTION 36 - LOCKOUT/TAGOUT, CONFINED SPACE, HAZARD COMMUNICATION PROGRAMS, HOT WORK and EXCAVATION PERMIT PROGRAMS**

- A. The Contractor and the subcontractors will have a written "Lockout/Tagout" program. A copy of this program will be submitted to the Project Manager.
- B. The Contractor and subcontractors shall evaluate all work places to determine if any spaces are permit-required confined spaces in accordance with any applicable OSHA regulations. If the workplace contains permit spaces, the Contractor shall inform exposed employees by posting danger signs in compliance with OSHA regulations. If the Contractor decides that its employees will enter permit spaces, the Contractor shall implement a written confined space program. The written program shall be made available to all persons (whether employees of the Contractor or not) and submitted to the Project Manager. The confined space program shall inform the persons that the workplace contains confined spaces that require a permit to enter those spaces. The Contractor shall identify the hazards that may be encountered in the confined space. The Contractor shall specify any precautions or procedures required for the protection of persons in or near confined spaces.
- C. Besides complying with the confined space requirements that apply to all employers, the Contractor shall:
  - 1. Obtain any available information regarding permit space hazards and entry operations.
  - 2. Coordinate entry operations when both contractor and subcontractor personnel will be working in or near permit spaces.
- D. The Contractor shall inform the Project Manager of the methods the Contractor will use to inform all employees on the site of any precautionary measures that need to be taken for protection during the workplace's normal and emergency operating conditions. The Contractor will specify the methods to inform the employees of the labeling system for hazardous materials. The Contractor may rely on an existing hazard communication program to comply with these requirements if it is current with OSHA regulations.
- E. The Contractor shall make the written hazard communication program available to all personnel working on the Project and to the Project Manager.
- H. In addition to the Hot Work permit required under Section 14, above, the Contractor shall have and implement a Hot Work permitting program that complies with all OSHA regulations. This program must be

communicated to all those who might be involved with Hot Work. Copies of this program shall be made available to the Project Manager upon request.

- I. The Contractor shall have and implement a written excavation permitting program that complies with all OSHA regulations. This program must be communicated to all those who might be involved with related work. Pre-task planning and job hazards must be assessed prior to any excavations on the Project. Existing utilities must be identified and procedures put in place to avoid damage or interruptions to existing buildings or operations. Copies of this program shall be made available to the Project Manager upon request.

#### **SECTION 37 - OWNER'S RIGHT TO CANCEL CONTRACT**

- A. The Contractor shall give the Owner at least twenty-one (21) days written notice before filing any petition for bankruptcy. The Contractor shall be in material breach of the Contract if the Contractor fails to give this notice.
- B. Should the Contractor make a general assignment for the benefit of his creditors, or if he should persistently refuse or fail to apply enough properly-skilled workers or proper materials to correctly execute the Work, or if he should fail to make prompt payment to the subcontractors or material suppliers for accepted material or labor, or constantly disregard laws, ordinances or instructions of the Architect and the Owner, or otherwise be guilty of substantial violation of any provision of the Contract, then the Owner may, without any prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate employment of the Contractor and take possession of the premises and all materials, tools and appliances, and finish the Work by whatever method the Owner deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract price exceeds the expense of finishing the Work, including compensation for additional administrative services, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

#### **SECTION 38 - CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

- A. If the Work should be stopped under court order, or other public authority for thirty (30) days, or the Owner shall fail to pay the Contractor within thirty (30) days of receipt of a properly prepared and completed payment request, then the Contractor may, on seven (7) days written notice to the Owner and the Architect, terminate this Contract and recover from the Owner the percentage of the Contract price represented by the work completed as of the date of termination with any loss sustained which can be established.

#### **SECTION 39 - SEPARATE CONTRACTS**

- A. The Owner reserves the right to award separate contracts concerning other portions of the Project under these or similar conditions of the Contract to other contractors.
- B. The Contractor shall afford separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his work with theirs.
- C. If any part of the Contractor's work depends upon the work of another separate contractor, the Contractor shall inspect and promptly report to the Project Manager any apparent discrepancies or defects in such work that render it unsuitable for proper execution and results. Failure of the Contractor to inspect the work is an acceptance of the work of the separate contractor unless defects develop in the other separate contractor's work after the execution of the Contractor's work.

## **SECTION 40 - ASSIGNMENT**

- A. The Contractor shall not assign or sublet this Contract or any part of it or any monies due him without prior written consent of the Owner.

## **SECTION 41 - LIQUIDATED DAMAGES**

- A. For each calendar day that the Work or any portion of the Work remains incomplete after the expiration of the time limit set in the Contract or by Change Order, the amount per calendar day shown in the Supplementary Conditions will be deducted from the money due or to become due to the Contractor. This deduction is not a penalty, but is liquidated damages and may include additional expenses such as administrative and inspection costs.
- B. At the time of substantial completion, and after the meeting to certify substantial completion, the Owner, Architect and Contractor shall agree upon the time that will be allowed for the Contractor to complete the remaining Work on the Project. If the Contractor does not complete the Work within the agreed time, the liquidated damages will continue at a reduced amount as stated in the Supplementary Conditions. The liquidated damages shall be in full force and effect, not as a penalty but as liquidated damages for each additional calendar day it takes to complete the Project. If liquidated damages are required, they shall be accrued and deducted from the money due the Contractor.

## **SECTION 42 - ACCELERATION OF WORK**

- A. If, in the judgment of the Architect or the Owner, it becomes necessary at any time to accelerate the Work or part of it, the Contractor shall deploy the workers in such portions of the Project to enable others to properly engage and carry on their work. If circumstances require that the entire Work or a portion of it be completed at a date earlier than the Contract completion date as adjusted by Change Orders, the Contractor shall increase his forces, equipment, hours of work, or number of shifts, and shall speed delivery of materials to meet the altered completion date or dates ordered or directed. Any increase in cost to the Contractor according to such orders or directives will be adjusted by Change Order.
- B. If the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress, the Contractor shall immediately take action to ensure timely completion of the Work.
  - 1. This shall be accomplished by any one or a combination of the following or other suitable measures:
    - a. An increase in working forces.
    - b. An increase in equipment or tools.
    - c. An increase in hours of work or number of shifts.
    - d. Expediting delivery of materials.
  - 2. The Contractor shall notify the Project Manager of specific measures taken or planned to increase the rate of progress with an estimate of when scheduled progress will be regained.
  - 3. Acceleration of work will continue until scheduled progress is regained. Scheduled progress shall be established from the latest revised and approved Project schedule for the job.
  - 4. Timely completion will be understood as the Contract completion date as revised by all time extensions.
  - 5. The Contractor shall not be entitled to additional compensation for efforts to regain scheduled progress.

## **SECTION 43 - CONTRACTOR'S QUALITY CONTROL**

### **A. MATERIAL QUALITY**

- 1. Materials incorporated into the Project shall be new except as otherwise indicated in the specifications. Materials shall be of specified quality and furnished in sufficient quantity to simplify proper and timely execution of the Work.
- 2. The Contractor shall furnish evidence of the quality of materials incorporated into the Project as required by the Contract or at request of the Architect or the Project Manager.
- 3. Materials not meeting requirements of the Contract shall be removed from the Project and replaced with materials meeting the Contract requirements by the Contractor at no additional expense to the Owner.

**B. ASBESTOS**

1. The Contract has been prepared following generally accepted professional architectural and engineering practices. Accordingly, no asbestos or products containing asbestos have been knowingly specified for this Project. The Contractor agrees to notify the Project Manager immediately for instructions if:
  - a. Materials containing asbestos are brought to the site for inclusion in the Work.
  - b. Asbestos materials are encountered in any existing structures upon which work is being done.
2. At the Architect's direction and with the Owner's approval, an independent testing laboratory will perform testing procedures on suspect materials at Owner's expense.
3. The Contractor shall certify, based upon his best knowledge, information, inspection and belief, that no building materials containing asbestos were used in the construction of the Project. The Contractor will submit certification on form provided by the Owner.

**SECTION 44 - TEMPORARY OR TRIAL USAGE OF ANY MECHANICAL DEVICES**

- A. Temporary or trial usage by the Owner of mechanical devices, machinery, apparatus, elevators, equipment or other work or materials supplied under this Contract before written acceptance by the Owner shall not be construed as evidence of the Owner's acceptance.

**SECTION 45 - PROJECT CLOSEOUT**

**A. FINAL CLEANING**

1. Upon completion of the Work, the Contractor shall remove all tools, scaffolding, surplus materials and all rubbish from under and about the building. The Contractor shall leave the building clean and habitable, having thoroughly swept or vacuumed floors, cleaned windows and dusted flat surfaces such as cabinet tops and window sills.
2. Besides general cleaning noted above, the Contractor shall do the following special cleaning for all trades at the completion of the work:
  - a. Remove putty or caulking stains from glass. Wash and polish inside and outside, exercising care not to scratch glass.
  - b. Remove marks, stains, fingerprints, other soil and dirt from painted, decorated and stained work.
  - c. Clean and polish woodwork.
  - d. Clean and polish hardware for all trades. This shall include removal of stains, dust, dirt, paint and other similar materials.
  - e. Remove spots, soil and paint. Wash tile work.
  - f. Clean fixtures and equipment, and remove stains, paint, dirt and dust.
  - g. Remove temporary floor protection and clean floors. Spray and buff resilient flooring.
  - h. Clean exterior and interior metal surfaces, including doors and windows, required to have polished finishes. Remove oils, stains, dust, and dirt. Polish surfaces, leaving them without fingerprints or other blemishes.
3. If the Contractor fails to clean up, the Owner may do so and the cost will be withheld from the Contractor's final payment.

**B. PROJECT RECORD DOCUMENTS**

The Contractor shall deliver to the Architect before the substantial completion inspection:

1. Accurate Project "record" drawings, including redline drawings.
2. Certificates of occupancy that may be required by Authorities Having Jurisdiction over the work.

**C. OPERATING & MAINTENANCE DATA**

Before execution of the certificate of substantial completion, the Contractor shall furnish the operating instructions and maintenance manuals as called for in the Contract.

**D. WARRANTIES & GUARANTEES**

1. When written guarantees beyond one year after substantial completion are required of any section of the Work, the Contractor shall secure such guarantees properly addressed and signed and in favor



of the Owner. These documents shall be delivered to the Project Manager upon substantial completion of the Contractor's work and before execution of the certificate of substantial completion.

2. Delivery of guarantees and warranties shall not relieve the Contractor from any obligation assumed under any other provisions of his Contract.
3. Nothing within the Contract intends or implies that guarantees shall apply to work abused or neglected by the Owner.

**E. PRE-SUBSTANTIAL, SUBSTANTIAL, & FINAL COMPLETION INSPECTIONS**

1. Pre-Substantial Completion Inspection:
  - a. Upon the Contractor's request and if the request is accompanied by a punch list prepared by the Contractor, the Project Manager and the Architect will make inspections and furnish a list of additional items to be corrected or completed by the Contractor.
  - b. The Contractor shall notify the Project Manager when items have been corrected or completed. Upon the Project Manager's verification of correction, the Project Manager will arrange a substantial completion inspection to include the Owner, Architect, engineers and college representatives.
2. Substantial Completion Inspection:
  - a. At the substantial completion inspection, unless the Work is rejected, the Architect may execute a certificate of substantial completion (to be signed by the Architect, Owner and Contractor) that states the dates for:
    - (1) User occupancy,
    - (2) Commencement of warranties,
    - (3) Final completion inspection,
    - (4) Modifications to the amount assessed for liquidated damages.
  - b. After inspection, the Architect will furnish a final list of items to be corrected.
  - c. The Owner, Architect and Contractor will decide how much time is to be allowed for completion of the items.
3. Final Completion Inspection:
  - a. Final Completion Inspection will ensure that all deficiencies noted at the substantial completion inspection have been corrected.
  - b. When all items have been corrected, the Project Manager will process the final payment and send a final completion letter indicating the final completion date to the Contractor.
  - c. If all items have not been corrected as agreed, the Owner may elect to complete the work under provisions of Section 29 of the General Conditions.
  - d. All lien waivers and releases are to be submitted before final payment can be made.
  - e. A copy of the final payment consent form will be obtained from the surety/bonding company.

**SECTION 46 - OWNER-PURCHASED MATERIALS AND EQUIPMENT**

- A. The Owner desires to purchase certain materials which will be utilized in the Work. Contractor's duties with respect to Owner-purchased materials are:
  1. Scheduling:
    - a. The Contractor shall furnish the Owner with a schedule of dates on which the Contractor requires delivery of Owner-purchased materials. The Owner will arrange for the materials to be delivered to the construction site on or before the specified dates. If delivery dates are changed, rescheduled, or otherwise varied from the original schedule, the Contractor shall notify the Owner in writing of delivery date rescheduling and the Contractor shall coordinate the delivery of the Owner-purchased materials directly with the supplier.
  2. Pre-Installation Inspection:
    - a. The Contractor shall be responsible for receiving, inspecting and storing all Owner-purchased materials until the materials are needed for installation by the Contractor. Regardless of any inspection performed by the Owner of the Owner-purchased materials, the Contractor shall be responsible for inspecting the Owner-purchased materials to determine suitability, quality and conformance with specifications before installation or at such other

time as the Contractor may desire in order to avoid interruptions and delays in the progress of the Project. The Contractor shall reject any material which does not meet specifications or which appears to have any defect which may make the material unsuitable for use in the Project. The Contractor shall notify the Owner and the manufacturer or supplier of all defects and assist the Owner in arranging for the repair, replacement or correction of the defective condition. The Contractor shall not be entitled to an extension of any deadline or completion date which results from failure to discover defects which the Contractor should have discovered through an inspection.

3. Defective Materials:

- a. The Contractor acknowledges that use of improper or defective material may result in costs and damages to the Owner in excess of the value of the materials; that after use in the Project it may be difficult or impossible to inspect the material to determine the cause of any failure; and that in the event of the failure of material there may be a question as to the cause of the failure. Because the Contractor's employees will be the last to handle and inspect material prior to incorporation into the Project, the Contractor will be liable to the Owner for damages resulting from failure of Owner-purchased materials during the Contractor's warranty period specified herein from any cause whatsoever unless the Contractor provides clear and convincing proof that (1) the entire loss from a failure is covered by a valid manufacturer's or supplier's warranty, or (2) the Contractor could not have prevented the failure by complying with the requirements of this Section concerning Owner-purchased materials.

4. Claims:

- a. The Contractor agrees to assist the Owner to present claims to manufacturers and suppliers for defects in Owner-purchased materials. Where there is any question as to the division of liability between the Contractor and a manufacturer or vendor, the Contractor shall provide all relevant information in the Contractor's possession which may aid the Owner in determining the division of responsibility. The Owner shall have final approval of any proposed adjustment or settlement of warranty claims.

5. Implied Warranties:

The benefit of contractual and implied warranties with respect to Owner-purchased materials shall run to the Owner and not to the Contractor.

6. Unloading:

Except as otherwise provided herein, the Contractor shall be responsible for unloading all Owner-purchased materials and verifying delivery amounts to the Owner.

7. Custody and Security:

The Contractor shall use reasonable care in protecting Owner-purchased materials from loss, deterioration, damage, theft, vandalism or destruction.

8. Reports:

At Owner's request, the Contractor shall furnish reports to the Project Manager demonstrating the Contractor's compliance with this Section.

9. Retained Ownership:

All materials purchased by the Owner which remain after completion of the Project shall be the property of the Owner. If the Owner does not wish to retain or dispose of surplus Owner-purchased materials, the Contractor shall remove and dispose of them.

10. Rights of Ownership:

None of the foregoing duties of the Contractor with respect to Owner-purchased materials shall prevent the Owner from exercising any prerogative of ownership of the materials.

**SECTION 47 - OWNER'S SALES TAX EXEMPT STATUS**

A. Contractor and subcontractors are authorized to purchase Construction Materials on behalf of Brigham Young University free of Utah sales tax, as defined by applicable Utah State Tax Rule. The grant of this contractual right is conditioned upon and made subject to the following:

1. The construction materials must be installed or converted into real property owned by Brigham Young University and may not be used for any purpose other than constructing the Project.
2. All construction materials purchased without sales tax must be clearly identified and segregated at all times between the time of purchase and time of installation into the Project.
3. Contractor and subcontractors will comply with such instructions and guidance as Brigham Young University may issue from time to time to implement Tax Commission requirements for the sales tax exemption on construction materials.

B. Brigham Young University will provide the Contractor with the Sales Tax Exemption Certificate.

**SECTION 48 – FOREIGN PRODUCTS AND CURRENCY**

A. All foreign product costs shall be negotiated in U.S. dollars. Owner will not assume any risk for currency fluctuations after bidding. Contractor assumes all responsibility for any change in costs due to foreign currency fluctuations if the Contractor chooses to negotiate product costs in a foreign currency.

## **SUPPLEMENTARY CONDITIONS**

### **SECTION 1--COMMENCEMENT, PROSECUTION & COMPLETION OF THE WORK**

- A. The Contractor shall be required to commence work after receipt of the contract from the Owner.
- B. The Contractor shall prosecute the work diligently so as to complete it within the time limit allowed in this document.
- C. The Contractor agrees to complete this work required by the Contract on or before midnight 31 July 2025.
- D. Time is hereby expressly declared to be of the essence of the Contract.

### **SECTION 2--LIQUIDATED DAMAGES**

- A. The amount agreed upon and established as liquidated damages up to substantial completion is \$300 per calendar day.
- B. At the time of substantial completion the Owner and the Contractor will agree on how much time will be allowed for the Contractor to complete the remaining work. If the Contractor exceeds the time allowed, liquidated damages will continue at one third (1/3) of the amount of the original liquidated damages or \$300 per calendar day.

### **SECTION 3--FIRE/SMOKE ALARMS**

- A. The Contractor shall be charged \$1,000.00 for any fire alarm or smoke alarm that is caused by the Contractor and disrupts the building occupants. BYU fire alarm technicians are available to answer any questions concerning the alarm systems. The Contractor is to contact the Project Manager to coordinate alarm technicians.

### **SECTION 4—EXISTING UTILITIES**

- A. Prior to execution of the work the contractor is to locate all existing vaults, manholes, valves, meters, etc. Contractor is to photograph, GPS, measure from existing structures and facilities that are to remain and keep this information readily available at the site/construction trailer. Contractor is also to mark the above utilities by staking and maintaining stakes for fast and accurate locating of all existing utilities in case of emergencies.
- B. BYU will initially provide all on campus blue staking information. It is the contractor's responsibility to maintain the blue staking locations and information by staking, painting, keeping GPS coordinated or any alternative ways that the contractor can keep current, accurate information.

### **SECTION 5—CONTRACTOR WORKING HOURS**

- A. No work will be performed between the hours of 10:00 p.m. and 7 a.m. without prior written authorization or in case of emergency situation approved by BYU Project Manager. No work is allowed on Sunday.

## SECTION 6—BUILDER’S RISK INSURANCE

Section 13 of the General Conditions is deleted in its entirety and replaced with the following:

### *SECTION 13—BUILDERS RISK LOSSES*

- A. If the Contract Sum is over \$100,000, prior to performing any work, Contractor will obtain and maintain during the term of this Agreement All-Risk Builders Risk Insurance Policy – ISO Form CP 00 20 (10/12), Builders' Risk Coverage (or equivalent) and ISO Form CP 10 30 (10/12), Causes of Loss Special Form, including coverage for flood, or equivalent insurance forms, with Limits of Insurance in the amount of the Contract Sum. An installation floater may be used, if approved in writing by Owner. The Policy will:*
- a. cover materials stored at temporary storage locations and materials in transit;*
  - b. include Owner and all Subcontractors as additional named insureds;*
  - c. be subject to a deductible payable by Contractor of not less than \$2,500 per occurrence of any loss, which will be the responsibility of Contractor and will not be included in the Cost of the Work or be a reimbursable expense; and*
  - d. provide that such insurance is primary, non-contributory and not excess coverage.*
- B. Contractor will provide evidence of this insurance coverage to Owner by providing, if applicable, a Certificate of Insurance on ACORD 27, Evidence of Property Insurance, for the Builder's Risk Insurance Policy, identifying the Project as defined in the Contract, submitted to Owner, attaching the endorsement giving evidence that the Owner and all Subcontractors are listed as named insureds on the Builder's Risk Policy.*

Contact the BYU Construction Department (construction@byu.edu) for an electronic Excel version of this form.



# Brigham Young University

Physical Facilities -- Construction Department

## MONTHLY PAYMENT REQUEST

Date \_\_\_\_\_  
Request No. \_\_\_\_\_  
Period From \_\_\_\_\_ to \_\_\_\_\_  
TAX ID# \_\_\_\_\_

Payable To: \_\_\_\_\_  
Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

Project Name \_\_\_\_\_  
Project No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Contract Date \_\_\_\_\_

### APPLICATION FOR PAYMENT

HOLD FOR PICKUP ☐

1. ORIGINAL CONTRACT AMOUNT \$ -  
2. NET CHANGE BY CHANGE ORDERS \$ -  
3. CONTRACT AMOUNT TO DATE \$ -  
(line 1 plus line 2)  
4. TOTAL EARNED \$ -  
(work completed and materials stored to date)  
5. **AMOUNT THIS REQUEST** \$ -  
6a. RETAINAGE HELD THIS REQUEST \$ -  
(5% of line 5)  
6b. RETAINAGE RELEASED THIS REQUEST \$ -  
6c. RETAINAGE RELEASED TO DATE \$ -  
(total of line 6b above plus previous pay app line 6c)  
6d. TOTAL HELD RETAINAGE TO DATE \$ -  
(5% of line 4 minus line 6c)  
7. TOTAL EARNED LESS RETAINAGE HELD TO DATE \$ -  
(line 4 minus line 6d)  
8. LESS PREVIOUS PAYMENTS \$ -  
(line 7 from previous pay app)  
9. **CURRENT PAYMENT DUE** \$ -  
(line 7 minus line 8) (to check take line 5 minus line 6a plus line 6b)  
10. BALANCE TO FINISH,

**Contractor's Representative** \_\_\_\_\_  
Date \_\_\_\_\_  
**Owner's Representative** \_\_\_\_\_  
Date \_\_\_\_\_

Project Manager \_\_\_\_\_ Date \_\_\_\_\_  
Director of Construction \_\_\_\_\_  
Director of Planning \_\_\_\_\_  
Accounting \_\_\_\_\_  
Architect \_\_\_\_\_

Including Retainage \$ -  
(line 3 minus Line 4 plus Line 6d)

Legend

data input

SCHEDULE of VALUES

Project Name \_\_\_\_\_

Contractor \_\_\_\_\_

Item NO.	DESCRIPTION	Subcontractor or Supplier	% Item of Total	CONTRACT Amount	% THIS ESTIMATE	AMOUNT THIS ESTIMATE	% TO DATE	AMOUNT TO DATE	% of Retention	Retention Withheld
1										
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4										
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32										
TOTALS										

BRIGHAM YOUNG UNIVERSITY

ADDENDUM RECEIPT

DATE: April 23, 2025

PROJECT: SAB Golf Cart Canopy Parking

PROJ. #: WO #M8678

We acknowledge receipt of Addendum Number 1.

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**PLEASE EMAIL SIGNED RECEIPT TO [construction@byu.edu](mailto:construction@byu.edu)**