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Project: Ability Inclusion Services

Attention: Bidders

Date: 3/27/2025

Addenda # 1

Item #	Description
1	Subcontract Agreement
2	Ability Inclusion Services Schedule
3	Ability Inclusion Services Finish Selections
4	Geotechnical Report
5	Grainger Hunter Improvement Civil Response

NO. XXXXX

SUBCONTRACT AGREEMENT

THIS SUBCONTRACT AGREEMENT ("Subcontract") by and between GRAMOLL CONSTRUCTION COMPANY, a Utah corporation, hereinafter referred to as "Contractor," and (SUBCONTRACTOR NAME & ADDRESS) hereinafter referred to as "Subcontractor," is entered into and shall be effective as of the date it has been signed by both parties hereto (the "Subcontract Date"). If Subcontractor commences work prior to signing this Subcontract, the Subcontract Date shall be deemed to be the date Subcontractor commenced the Work.

RECITALS

1. Contractor has entered into a contract with [PROJECT OWNER] for the construction, performance and completion of a certain project known as [PROJECT TITLE] said contract being hereinafter referred to as the "General Contract".

2. Subcontractor desires to furnish, and Contractor desires to have Subcontractor furnish a portion of the work for Contractor. Contractor and Subcontractor desire to establish the terms and conditions that govern the relationship between them when Subcontractor furnishes such labor, materials, and equipment pursuant to this Subcontract.

ARTICLE I

1.1 **Scope of Work.** Subcontractor shall furnish all labor, materials, permits, tools, machinery, equipment, facilities, supplies and services, pay all applicable taxes, and comply with any and all additional requirements imposed by the jurisdiction in which the work is performed, and to do all things necessary to complete the following items of work under the General Contract (the "Work"):

Furnish all labor, materials, equipment and supervision required to complete all [LABOR TYPE] work required, as described in specifications sections [SECTION NUMBER & DESCRIPTION] and as shown on the drawings in [BID PACKAGE] and comply with all other sections of the specifications and the drawings dated [DATE], for [PROJECT NAME] prepared by [ARCHITECT], as related to such work.

Addenda:

Alternates:

Includes:

Excludes:

Hereinafter, all such documents, plus this Subcontract and the General Contract are collectively referred to as the "Subcontract Documents." All Subcontract Documents other than this Subcontract are incorporated herein by reference and hereby adopted and made a part of this Subcontract as fully as if it were set forth in full herein, subject to the limitations set forth in Article I hereof. All General, Supplemental General, and Special Conditions of the specifications and all terms and conditions of the General Contract shall apply to this Subcontract, except where ambiguous or inconsistent with this Subcontract, in which case the provisions of this Subcontract shall control. Subcontractor acknowledges that the Work to be performed by Subcontractor is not confined to any particular portion of the drawings or section of the specifications but may be scattered throughout those documents. In the performance of this Subcontract, Subcontractor binds itself to Contractor to comply fully with all undertakings and obligations of the Contractor to the extent that they apply to the scope of the Work.

ARTICLE II

2.1 **Subcontract Price.** Contractor shall pay Subcontractor for completion of the Work in accordance with the Subcontract Documents the lump sum of [SUBCONTRACT PRICE] (the "Subcontract Price.") The Subcontract Price includes all costs and expenses to perform the Work, and associated with the performance of the Work, including, without limitation, (1) all applicable transportation charges, costs and expenses, and (2) all applicable taxes including, without limitation, applicable taxes under any law now existing, or which may

hereafter be adopted by federal, state, local or other governmental authorities, taxing the labor, materials, or equipment furnished, or any other tax levied as a result of performance of the Work. The Subcontract Price may be adjusted only as provided for in Article V.

ARTICLE III

3.1 Independent Contractor. The relationship of Subcontractor to Contractor during the term of this Subcontract shall be that of an independent contractor. Subcontractor shall take any and all actions necessary to maintain that independent contractor relationship throughout the term of the Subcontract, and neither Subcontractor nor its employees shall be considered employees of Contractor. Subcontractor shall exercise exclusive control for the means, methods, techniques, and procedures in performance of the Work.

3.2 Examination of Subcontract Documents/ Site. Subcontractor has examined the Subcontract Documents and the applicable Laws and Regulations, as that term is defined below, and has examined the site of the work and satisfied itself as to all conditions to be encountered in the performance of the Work. Subcontractor enters this Subcontract on the basis of its own examination, investigation and evaluation of all such matters, and not in reliance on the opinions or representations of Contractor or Owner. If there are any inconsistencies between the Subcontract Documents or ambiguities in any Subcontract Document, Subcontractor shall bring such inconsistencies or ambiguities to the attention of Contractor before the execution of this Subcontract; otherwise, Subcontractor shall be bound by Contractor's resolution of such inconsistencies or ambiguities.

In the event of any discrepancy (1) in the Subcontract Documents, or (2) between the Subcontract Documents and the Laws and Regulations, those which are more stringent, provide persons and property with greater protection, or provide for a better product shall govern. In the event of any discrepancy in the Subcontract Documents between dimensions and measurements for the Work based on scaling, the Work shall comply with the dimensions for such Work. Subcontractor shall promptly notify Contractor in writing of any such discrepancy. To the extent that the Subcontract Documents include plans, specifications or other documents that depict, refer or relate to mechanical, plumbing, electrical or fire protection systems, such documents are diagrammatic only, and are not intended to show the precise alignment, physical locations, or configurations of such Work. The Subcontract Price includes all costs and expenses for such systems to be installed such that they clear all obstructions, permit proper clearances for the Work of other trades, and present an orderly appearance.

Before commencing Work, Subcontractor will satisfy itself as to the location of all utilities that may affect or interfere with Subcontractor's Work. Subcontractor will fully protect all utilities, and keep them operating at all times, unless otherwise provided in the Subcontract Documents. Subcontractor shall take such field measurements as are necessary for the proper execution of its work. It shall be assumed that the Subcontractor has fully accepted the work of others as being satisfactory and he shall be fully responsible thereafter for the satisfactory performance of the work covered by this Agreement, regardless of the defective work of others.

3.3 Lines, Levels, Dimensions and Measurements. Subcontractor assumes full responsibility for the proper interpretation and interpolation of all lines, levels, dimensions, and measurements and their relation to benchmarks, property lines, reference lines and the work of Contractor and other trades. In all cases where dimensions are governed by conditions already established, the responsibility for correct knowledge of the condition's rests entirely on Subcontractor. The Work shall comply with the dimensions provided in the Subcontract Documents and shall not be performed based on scales indicated in those documents. No variations from specified lines, levels or dimensions shall be made except on prior written approval of Contractor clearly setting forth the variation.

3.4 Shop Drawings/ Submittals. Shop drawings and submittals shall be provided in a minimum of one (1) digital copy to Contractor's office in North Salt Lake. Additional copies shall be provided if required by the Subcontract Documents. Shop drawings and/ or submittals and/ or samples are due within fourteen (14) days of Subcontract's date of issuance. At the time of submission, Subcontractor shall clearly identify in writing any deviation in its shop drawings/ submittals/ samples from the requirements of the Subcontract Documents and must receive from Contractor specific written approval for any deviation.

3.5 Warranty. Subcontractor warrants that:

- 3.5.1 all materials and equipment furnished under this Subcontract will be of good quality and new, unless otherwise required or permitted by the Subcontract Documents.
- 3.5.2 the materials and equipment provided as part of the Work will be suitable for the purposes intended in the Subcontract Documents.
- 3.5.3 the Work will be performed in a good and workmanlike manner.
- 3.5.4 the Work will conform to the requirements of the Subcontract Documents; and
- 3.5.5 the Work will be free from defects.

Work not conforming to these requirements including, without limitation, substitutions not properly approved and authorized, shall be considered defective (all such work, "Defective Work"). Subcontractor shall (1) execute any special guarantees, and (2) assign to Contractor all warranties, as required by the Subcontract Documents.

3.6 Correction and Replacement of Defective Work. During performance of the Work, Subcontractor shall promptly correct or replace Defective Work. Contractor shall determine whether Work is defective and whether work performed by Subcontractor to correct or replace Defective Work complies with Subcontractor's warranty obligations.

- 3.6.1 If, within the greater of (1) the period established in the Subcontract Documents, or (2) one year after the Completion Date, (hereinafter the "Warranty Period"), any of Subcontractor's Work is found to be defective, Subcontractor shall correct or replace it promptly after receipt of written notice of the Defective Work. If Contractor prefers to accept, rather than correct or repair Defective Work, Contractor may, in its sole discretion, accept the work subject to its right of reimbursement, as set forth below.
- 3.6.2 Subcontractor shall pay all costs to correct or replace Defective Work without any adjustment to the Subcontract Price or Subcontract Time. If Subcontractor fails to correct Defective Work within the time allowed by Contractor, or if no time is specified, a reasonable time after receipt of notice of such defects, Contractor may correct or replace the Defective Work. Subcontractor shall reimburse Contractor for (1) the costs to correct or replace defective Work, including, without limitation, the costs of additional sampling, testing and inspections, if any, made necessary by Defective Work, corrections or replacements, (2) all Losses that Contractor incurs that arise out of or result from Defective Work, (3) any amounts assessed and collected by Owner from Contractor for acceptance of Defective Work, and (4) any other amounts for which Subcontractor is responsible at law or in equity.

3.7 Safety. Subcontractor shall initiate, maintain and supervise all safety precautions, measures, policies and programs, training and inspections in connection with the Work including, without limitation, such precautions and programs as necessary to comply with those required or recommended by O.S.H.A., Governmental, or Quasi-Governmental authorities having jurisdiction and by the Contractor and Owner. This shall include but not be limited to, requirements imposed by the Subcontract Documents. Subcontractor shall provide copies of all Safety Meeting and Training Notes on a weekly basis or as required by Contractor. Subcontractor shall take all necessary precautions to prevent damage, injury or loss to (a) all persons performing the Work or who may be affected by the Work; and (b) all Work, whether stored on or off the Project site. Subcontractor shall promptly report to Contractor all accidents incidental to the Work which result in death or injury to persons or in damage to property. Subcontractor shall provide to Contractor any reasonable documentation requested by Contractor related to any such death, injury, damages.

If the Subcontractor, or its Sub-Contractors or their employees performing work on this Project, are found to be in violation of any O.S.H.A. regulation or standard, and such violation results in a fine or assessment being assessed against the Contractor, without fault on its part, the cost of such fines or other damages will be deducted from the funds due and payable to the Sub-Contractor. Any balance not paid through monies due the Sub-Contractor shall be paid by the Sub-Contractor.

3.8 Compliance with Laws and Regulations. Subcontractor shall comply with and give all notices required by all federal, state, local, and municipal laws, regulations, codes, ordinances, and orders that directly or indirectly bear on the Work and/or the performance of the Work including, without limitation:

- 3.8.1 building codes and ordinances.
- 3.8.2 worker's compensation laws and regulations.
- 3.8.3 safety laws, codes, regulations and orders, including, without limitation, the Occupational Safety & Health Act of 1970, as enacted and amended, and regulations issued under that act.
- 3.8.4 environmental laws including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the Clean Air Act, and the Resources Conservation and Recovery Act, as enacted and amended, regulations issued under those acts, and counterpart state laws.
- 3.8.5 wage, hour, labor, and anti-discrimination laws, including, without limitation, the Equal Employment Opportunity (EEO) Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, the Family and Medical Leave Act, the Americans with Disabilities Act, the National Labor Relations Act, the Fair Labor Standards Act; Sections 503 and 504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Immigration Reform Control Act of 1986, as enacted and amended, and all regulations issued under those acts and Gramoll Constructions Harassment Prevention Policy.
- 3.8.6 tax laws and regulations; all as enacted and amended, and all regulations issued under such acts

Collectively, these are referred to in this Subcontract as the "Laws and Regulations."

3.9 Subcontractors. Subcontractor shall not assign this contract, in part or in whole, without Contractor's prior written consent, nor shall Subcontractor assign any monies due or to become due to it hereunder, without Contractor's prior written consent. Subcontractor shall, upon request from Contractor at the inception of this Subcontract, provide to Contractor or supplier a written list of sub-subcontractors or suppliers that Subcontractor intends to use in connection with the performance of its obligations under this Subcontract where the dollar amount individually or in the aggregate with the same sub-subcontractor will exceed 5% of the Subcontract Price. Subcontractor shall require all of its sub-subcontractors to comply with the Subcontract Documents to the extent that they apply to the scope of work of such sub-subcontractor. Subcontractor shall not change sub-subcontractors without prior written approval of Contractor.

Upon Contractor's request, Subcontractor agrees to provide documentation evidencing full payment of all sub-subcontractors and/or suppliers engaged by Subcontractor with respect to its performance of this Subcontract.

If this Subcontract is terminated, each of Subcontractor's contracts for performance of the Work shall be assigned to Contractor, provided that Contractor accepts such assignment in writing and assumes all rights and obligations of Subcontractor pursuant to each such contract.

3.10 Cleanup. Subcontractor will continuously clean, and remove from the jobsite, its debris and excess materials and at the end of each day will leave its working areas in broom-clean condition. Also, he shall clean up to the satisfaction of the inspectors, all dirt, grease marks, etc., from walls, ceilings, floors, fixtures, etc., deposited or placed thereon as a result of the execution of this Subcontract. If Subcontractor fails to do so, Contractor may perform the cleanup and backcharge Subcontractor for the cost of performing such clean-up.

3.11 Supervision. Subcontractor shall have available on the project, at all times, a qualified superintendent, who is acceptable to Contractor, to coordinate the Subcontractor's work with that of the Contractor and of the other subcontractors, and any instruction given by the Contractor to said representative on the project shall have the same force and effect as if given to the Subcontractor either at the project or at the Subcontractor's office away from the project site.

ARTICLE IV

4.1 Subcontract Time. Subcontractor shall commence and complete the Work in accordance with the most current schedule prepared by Contractor, as may be revised from time to time during the course of the Project (the "Project Schedule"). Subcontractor shall commence and complete all activities in compliance with the time periods expressly provided for such activities in the Project Schedule. The periods of time provided in the Project Schedule for commencement and final completion of all activities that comprise the Work shall constitute the "Subcontract Time." Except as otherwise expressly noted, as used herein and in the Project Schedule, the term "day" shall refer to a calendar day. The date on which all the work performed by Contractor and its subcontractors is completed and accepted by the Owner shall be referred to hereinafter as the "Completion Date."

Subcontractor's commencement, prosecution, and completion of the Work in the Subcontract Time and in compliance with the Project Schedule is of the essence of this Subcontract.

Subcontractor acknowledges that the precise time periods scheduled for its performance are estimates only. Subcontractor shall cooperate with Contractor in scheduling and performing its work to avoid conflict or interference with the work of Contractor or other trades. Contractor reserves the right, in its sole discretion, to extend or to delay the scheduling of Subcontractor's work if such extension or delay becomes necessary in the opinion of Contractor. Each Subcontractor shall review the schedule of all items of work other than his own, to anticipate completion of specific items of its Work as it affects other trades, to be certain that work following Subcontractor's Work is not delayed. In the event of any conflicts in the Project Schedule between the work of Subcontractor and Contractor or another trade, Contractor shall determine, in its sole discretion, which work shall have precedence and how the parties will coordinate their respective work. All other work not specifically scheduled shall be coordinated as necessary to avoid delaying Work as scheduled. Subcontractor shall not be entitled to an adjustment in the Subcontract Price or the Subcontract Time based on the coordination of such activities with Contractor or any determination by Contractor concerning coordination of the work.

If Contractor determines, in its sole discretion, that Subcontractor has failed to diligently prosecute the Work in accordance with the Project Schedule, or that Subcontractor will not complete the Work within the Subcontract Time, Contractor may, in its sole discretion, (1) require Subcontractor to work overtime and/or use such additional labor and equipment as necessary to accelerate the Work and bring Subcontractor's performance into compliance with the Project Schedule, (2) supplement Subcontractor's work by furnishing additional labor and equipment to the Project as necessary to accelerate the Work and bring Subcontractor's performance into compliance with the Project Schedule, (3) require Subcontractor to provide reasonable assurances of timely performance in accordance with the Project Schedule, (4) terminate this Subcontract pursuant to Article X, and/ or (5) exercise all other rights and remedies available under this Subcontract. Subcontractor shall not be entitled to an adjustment in the Subcontract Price or the Subcontract Time as a result of any such action by Contractor.

ARTICLE V

5.1 Changes and Modifications to Subcontract. Without invalidating the Subcontract and without notice to any surety, Contractor may, at any time or from time to time, order additions, deletions or revisions in the Work or acceleration of the Work. Any such additions, deletions, revisions, or acceleration shall be binding upon Contractor and Subcontractor exclusively when made in writing executed by an officer of Gramoll Construction Company. Upon receipt of such an order, Subcontractor shall promptly proceed with the Work involved, which shall be performed under the applicable conditions of this Subcontract and the Subcontract Documents, except as otherwise specifically provided. Subcontractor shall not proceed to perform changes in the Work without prior written authorization from Contractor as provided herein. Subcontractor shall not be entitled to an adjustment in the Subcontract Price or the Subcontract Time for any work performed without such prior written authorization. Except as provided in this Article V or Section 12.1, the terms and conditions of this Subcontract are not otherwise subject to addition, modification, or change.

5.2 Claims. The Subcontract Price and the Subcontract Time may be changed only by a written directive by Contractor, change order, or written Amendment to this Subcontract signed by an officer of Gramoll Construction Company. Within seven (7) working days of an occurrence or event giving rise to a claim for a adjustment in the Subcontract Price or Subcontract Time, Subcontractor shall provide to Contractor written notice (hereinafter, a "Claim") stating the nature of the Claim and the adjustment in Subcontract Price and Subcontract Time requested, accompanied by supporting documentation. All Claims shall include and/ or be accompanied by the following supporting information and/ or documents: (a) the specific amount of the

requested adjustment in the Subcontract Price, if any, (b) the specific number of days' adjustment in the Subcontract Time requested, if any, (c) the reasons justifying the request for an adjustment in the Subcontract Price and the Subcontract Time, including a CPM analysis demonstrating a critical path delay for any requested adjustment in the Subcontract Time, if any, (d) the party or parties whose orders, decisions, acts or omissions give rise to the requested adjustment in the Subcontract Price and/ or the Subcontract Time, and (e) a revised schedule based on the requested adjustments in the Subcontract Time, if any.

A Claim shall be deemed to include all adjustments in Subcontract Price and/ or Subcontract Time to which the claimant is entitled as a result of the occurrence or events giving rise to the Claim. No Claim by Subcontractor for an adjustment of the Subcontract Price or Subcontract Time will be valid if not delivered to the Contractor within the seven (7) working day period prescribed above. Subject to Contractor's right to terminate Subcontractor's rights under this Subcontract, Subcontractor shall continue performance of its obligations under this Subcontract notwithstanding any dispute between Contractor and Subcontractor concerning a Claim asserted by either party.

Subcontractor's sole and exclusive right to an adjustment in the Subcontract Price and/ or the Subcontract Time shall be the adjustment in the contract price and/ or the contract time to the General Contract actually received by Contractor from Owner on behalf of Subcontractor as a result of any such Claim. Subcontractor shall not be entitled to any adjustment in the Subcontract Price or the Subcontract Time or any other remedy under this Subcontract or remedy for breach thereof as a result of any event, occurrence, or act or omission of Contractor or Owner beyond such adjustment in the contract price and/or the contract time to the General Contract received by Contractor from Owner. Receipt by Contractor of a fully-executed written change order from Owner is a condition precedent to Subcontractor's right, if any, to an adjustment in the Subcontract Price and/ or the Subcontract Time, a remedy under this Subcontract, or remedy for breach of this Subcontract. Subcontractor's right to recover for such change, remedy, or breach shall be limited to the adjustment in contract price and/ or contract time received by Contractor from Owner for such change, remedy, or breach.

5.3 Delays If events, occurrences, acts, or omissions beyond the control of Subcontractor including, without limitation, the work of other trades or contractors, fire, earthquake, acts of God, terrorist acts, riots, war, strikes or other force majeure events delay Subcontractor's Work, the Subcontract Time and/ or the Subcontract Price will be adjusted to the extent of any adjustment in the contract price and/ or the contract time in the General Contract received by Contractor from Owner on behalf of Subcontractor. Subcontractor may make a Claim for an adjustment in the Subcontract Time and/ or the Subcontract Price if, and only if, Subcontractor timely presents to Contractor a Claim in compliance with Section 5.2. Any such adjustment in the contract price and/ or the contract time under the General Contract received by Contractor from Owner shall be Subcontractor's sole and exclusive remedy for such delays, if any, to Subcontractor's Work on the Project. Receipt by Contractor of a fully executed written change order from Owner is a condition precedent to Subcontractor's right, if any, to an adjustment in the Subcontract Price and/ or the Subcontract Time for delays of any kind or nature.

The Subcontract Time and the Subcontract Price shall not be adjusted and Subcontractor shall not be entitled to any remedy under this Subcontract, or for breach of this Subcontract for (a) delays caused concurrently by Subcontractor and Contractor, Owner or any other person, or (b) any other delays to Subcontractor's Work on the Project for any other events, occurrences, acts or omissions of any person or entity or of any other kind or nature other than that for which an adjustment in the Subcontract Price and/ or the Subcontract Time are expressly authorized in this Section.

5.4 Subcontractor-Caused Delays. Subcontractor recognizes and acknowledges that Contractor will suffer substantial Losses if Subcontractor fails to perform the Work in compliance with the Project Schedule. Subcontractor shall indemnify and hold Contractor harmless from and against any and all Losses and liquidated damages that are attributable to or caused by Subcontractor's failure to perform the Work in compliance with the Project Schedule. In addition to liquidated damages, such Losses may include, without limitation, direct jobsite overhead costs such as costs for project management and supervision, quality control, utilities, and other costs such as home office overhead, attorneys' and other professional fees, and other usual and customary mark-ups. If Contractor incurs Losses and/ or is assessed liquidated damages as a result of delays caused concurrently by Subcontractor and other trades or contractors, such Losses and/ or liquidated damages shall be pro rated by Contractor, in its sole discretion, between Subcontractor and all other responsible parties. Contractor's allowing Subcontractor to proceed with Work beyond the time specified for Subcontractor's performance of that Work shall not constitute a waiver of any rights by Contractor to recover damages for Subcontractor's delay.

ARTICLE VI

6.1 Payment. Contractor shall pay Subcontractor in monthly payments of 95% percent of the work performed in any preceding month, in accordance with estimates prepared by Subcontractor. All such pay estimates shall be made on the sample form provided, entitled "Subcontractor's Application for Payment." Contractor has the unfettered right, at its discretion, to adjust Subcontractor's statements to reflect any overestimation of the percent of work complete made by Subcontractor in a pay estimate.

6.2 Pay-If-Paid. When such pay estimates are approved by Contractor and/ or the Owner, Contractor will pay Subcontractor as payments are received by Contractor from the Owner covering the monthly pay estimates of the Contractor, including the approved portion of Subcontractor's monthly pay estimate.

All payments to Subcontractor will be made only from a special fund, namely, from payments made by Owner to Contractor in respect of work performed by Subcontractor. No payments will be made to Subcontractor unless that fund comes into existence. Owner's payment to Contractor for Subcontractor's Work is an express condition precedent to Contractor's obligation to make any payment to Subcontractor.

6.3 Delayed Pay Estimate/ Retainage. If the Subcontractor fails to submit a timely request for payment in an amount approved by Contractor, Subcontractor's payment may be delayed. Contractor shall have the right to withhold from any payment the percentage of retention set forth in the General Contract between Contractor and the Owner, but in no case less than five percent of all amounts due Subcontractor until the project is fully completed and accepted by the architect or Owner, and Contractor has received final payment from the Owner.

6.4 Payroll Summaries/ Prevailing Wages. Subcontractor agrees to furnish to Contractor one copy of each weekly payroll summary within seven days after the date of payment. Subcontractor agrees to comply with any and all provisions in the General Contract relating to labor standards, minimum wages and other wage and hour provisions to the same extent as they are binding upon Contractor. In the event the Owner requires Contractor to furnish payroll affidavits, subcontractor agrees to furnish similar affidavits to the Contractor.

6.5 Withholding. Contractor may withhold payment to Subcontractor in whole or in part to the extent necessary, in Contractor's sole discretion, to protect Contractor against Losses for which Subcontractor is responsible as a result of any Default, as that term is defined below.

If, at any time prior to final payment, Contractor determines, in its sole discretion, that it is insecure regarding Subcontractor's ability, willingness, or intent to fulfill its warranty obligations under the Subcontract Documents, Contractor may, at its option, withhold final payment during the entire Warranty Period. Subcontractor waives any right to recover interest on the amount withheld during that time. Contractor shall make final payment for Subcontractor's Work within ten (10) days of (1) expiration of the Warranty Period, or (2) Contractor's receipt of adequate assurances from Subcontractor of its ability, willingness and intent to perform the warranty work, subject to receipt of by Contractor of final payment from Owner as provided in Section 6.2.

6.6 Backcharges. Where feasible, Contractor shall use reasonable efforts to give Subcontractor notice before any costs are incurred which will be offset against the Subcontract Price. If Subcontractor disagrees with the nature or amount of costs to be incurred, it shall advise Contractor promptly in writing, and in no event later than three (3) days after its receipt of notice from Contractor. Such notification shall include reasons for Subcontractor's dispute and shall propose a reasonable and acceptable alternative along with an estimate of the cost of the alternative, where applicable.

If Contractor receives no protest to a proposed backcharge or Subcontractor protests and does not provide an alternative to Contractor's proposed action, Contractor may proceed to incur the costs and offset them against the Subcontract Price. Costs so offset shall be deemed to be reasonable and beyond dispute by Subcontractor. If Subcontractor timely protests and proposes a reasonable alternative that Contractor rejects, the disputed costs incurred shall be subject to the dispute resolution procedure outlined in Article XI, if Subcontractor gives Contractor written notice within ten (10) days of such rejection.

6.7 Lien Waivers. Subcontractor shall present to Contractor lien waivers for all labor, materials and equipment furnished by others in connection with this Subcontract prior to receiving each payment hereunder. Contractor may require such lien waivers as a condition of progress or final payment.

6.8 **Liens.** Subcontractor shall timely pay all claims for labor, materials, and equipment incurred in the performance of the Work and shall (1) keep the property on which the Project is situated (the "Property") free from mechanic's liens or attachments, and (2) prevent the filing of any claim or stop notice against funds or the payment of funds owed to Contractor, by any person or entity performing a portion of the Work. If any mechanic's lien, attachment, claim against funds, or stop notice is filed against the Property or funds owed to Contractor arising out of or related to performance of the Work, Subcontractor shall, within ten (10) days after written demand by Contractor, take all reasonable steps necessary to cause the effect of such lien, attachment, claim, or stop notice to be released. Upon request by Contractor, Subcontractor shall obtain a lien release or discharge bond or other bond satisfactory to Contractor in the amount of 150% all liens, attachments, claims, or stop notices so recorded or served.

6.9 Acceptance of, or payment for, Subcontractor's defective or late work shall not constitute a waiver of any claim or offset that Contractor may have under the terms of this Subcontract.

ARTICLE VII

7.1 **Indemnification.** To the fullest extent allowed by law, Subcontractor shall indemnify and hold harmless Contractor, Owner, the project architects and engineers, and all of their respective agents and employees (the "Indemnitees") from and against all claims, damages, losses and expenses including, without limitation, attorney's fees ("Losses"), arising out of or resulting from (1) any Default, or failure by Subcontractor to comply with any express duty, warranty, representation, acknowledgment or covenant in this Subcontract, (2) any charges, claims, or liquidated damages assessed and collected by the Owner against Contractor as a result of and to the extent caused by any act or omission of Subcontractor or its sub-subcontractors, guests or invitees; (3) personal or bodily injury to or death of any person, including, without limitation, any agent, employee, guest or invitee of Subcontractor or its sub-subcontractors, other contractors, Contractor, or Owner, to the extent caused by any act or omission of Subcontractor or its sub-subcontractors, guests or invitees, (4) damage to or loss of property to the extent caused by any act or omission of Subcontractor or its sub-subcontractors, guests or invitees, (5) any use of Contractor's equipment, tools, rigging, blocking, hoists, or scaffolding, (6) liens, attachments, claims, or stop notices against funds or payments owed to Contractor, recorded or served by any of Subcontractor's sub-subcontractors, or (7) infringement of any patent or copyright by Subcontractor. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The indemnity agreement shall be covered by Subcontractor's comprehensive general liability insurance policy. The indemnity obligations set forth in this Subcontract shall not be limited by (1) the Subcontract Price, or (2) the amount or type of proceeds, compensation, or benefits available to Subcontractor under any insurance policy including, without limitation, any self-insurance or similar program or policy maintained by Subcontractor.

At the request of an Indemnitee, Subcontractor shall defend any claim for Losses against an Indemnitee. The Indemnitee shall be entitled to approve the legal counsel to be paid for by Subcontractor for the purpose of defending such claims for Losses. No claim for Losses shall be settled or discontinued, nor shall judgment be permitted to be entered without the written consent of the Indemnitee, which consent shall not be unreasonably withheld.

ARTICLE VIII

8.1 **Insurance.** Unless otherwise specified in the Subcontract Documents indicating that insurance shall be provided pursuant to an owner-controlled or contractor-controlled insurance program, Subcontractor shall purchase and maintain the following insurance coverages for itself and the Additional Insureds during the course of the Work and during the Warranty Period, and shall maintain completed operations coverage for itself and the Additional Insureds for the length of time necessary to cover any manifestation date within the applicable statutes of limitations and/ or repose which pertain to the Work. If additional insurance coverage or greater limits of liability are required by the General Contract Documents, such provisions shall control.

- 8.1.1 **Commercial General Liability** coverage on an occurrence basis with a deductible not to exceed \$1,000 per occurrence that includes coverage for liability assumed under any oral or written contract relating to the conduct of Subcontractors' business, including this Subcontract, and also including (1) broad form property damage liability coverage; (2) premises-operations coverage; (3) explosion and collapse hazard coverage; (4) underground hazard; (5) products and completed operations hazard coverage, and (6) independent contractor coverage. The limit of

liability shall be not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate (subject to a per project general aggregate provision applicable to the project per ISO form CG 2503 or its equivalent), \$2,000,000 products/completed operations aggregate and \$1,000,000 personal and advertising injury.

Claims Made/Self-Insurance Provisions. Subcontractor shall not provide general liability insurance under any Claims-Made General Liability form without express prior written consent of Contractor. Any self-insurance program providing coverage in excess of \$25,000 per occurrence requires the prior written consent of the contractor.

- 8.1.2 **Automobile Liability** coverage in comprehensive form affording coverage for owned, hired, and non-owned vehicles. The limit of liability shall not be less than \$1,000,000 for bodily injury and property damage combined, \$1,000,000 for each accident. (No aggregate on automobile insurance). The General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the auto policy.
- 8.1.3 **Workers Compensation and Employers Liability** coverage with Workers Compensation limits complying with statutory requirements, and Employers Liability Insurance limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease. Workers' compensation insurance shall comply with the statutory form.
- 8.1.4 **Commercial Umbrella** coverage with limits of at least \$2,000,000. Umbrella coverage must include as insureds all entities that are additional insureds on the CGL. Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.
- 8.1.5 **Hazardous Materials** If Subcontractor and/or its subcontractors or suppliers, regardless of tier, perform remediation of hazardous material, or if their operations create an exposure to hazardous materials as those terms are defined in federal, state, or local law, Subcontractor and its subcontractors and suppliers must obtain a "Contractor's Pollution Liability" policy with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury, and Property Damage, naming Contractor and Owner as additional insured. If Subcontractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), they must carry Auto Liability insurance with a \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage applicable to all hazardous waste hauling vehicles and include MCS 90 and CA9948.
- 8.1.6 **Professional Liability Coverage** Any subcontractor performing work that includes design/build work or services shall obtain a Professional Liability Insurance Policy. Design/build work includes, without limitation, design/build work with respect to mechanical, structural, plumbing, and fire sprinkler systems. Coverage must allow for a minimum of two years following the completion of the project. If Owner or Contractor elects to purchase a project design policy, Subcontractor's policy shall be endorsed to provide excess coverage only.

The liability insurance policies, including commercial general liability, automobile liability and excess liability, shall be endorsed to provide: (1) that Contractor and Owner are additional insureds (the "Additional Insureds") per ISO form CG 20 10 07 04 and CG 20 37 07 04 or their equivalent, (2) that the insurance afforded by the policies shall apply to Contractor as though a separate policy had been issued to Contractor, and (3) that the coverage afforded to Contractor is primary and any other insurance in force for Contractor will be excess and will not contribute to the primary policies. All required insurance shall be provided by insurance companies with a rating of A- VII or better by A.M. Best Company.

Prior to performing any Work, Subcontractor shall provide Contractor with a certificate of insurance demonstrating that Subcontractor has obtained all of the insurance coverages required by this Section. An additional insured endorsement shall be attached to such certificate of insurance. The certificate of insurance and the insurance policies effectuating coverages required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Contractor.

8.2 Subcontractor waives all rights against Contractor, Owner and Architect and their respective agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation or employers liability insurance.

8.3 Subcontractor will protect the job site, the work of Contractor and subcontractors, and its own work until completion and acceptance of the entire project. Contractor and Subcontractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by Builder's Risk or any other property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If the Subcontractors policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.

Upon written request of the Subcontractor, Contractor shall provide Subcontractor with a copy of the Builder's Risk policy of insurance or any other property or equipment coverage in force for the project and procured by Contractor. Subcontractor shall satisfy himself as to the existence and extent of such coverage prior to commencement of Subcontractor's work.

If Builder's Risk insurance purchased by Owner or Contractor provides coverage for Subcontractor for loss or damage to Subcontractor's work, Subcontractor shall be responsible for the insurance policy deductible amount applicable to damage to the Subcontractor's work and/or damage to other work caused by Subcontractor. If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Contract Documents, Subcontractor shall procure and maintain at his own expense property and equipment insurance for portions of Subcontractor's work stored off the site or in transit.

If Owner or Contractor has not purchased Builder's Risk or equivalent insurance including the full insurable value of Subcontractor's work, then Subcontractor may procure such insurance at his own expense as will protect the interests of Subcontractor, and his subcontractors in the work. Such insurance shall also apply to any of the Owner's or Contractor's property in the care, custody, or control of Subcontractor.

8.4 **Health Insurance Certification.** Subcontractor hereby certifies that the Subcontractor and all applicable subcontractors and suppliers at any tier that is subject to UCA 63A-5-205 and Utah Administrative Code Rule R23-23, has and will maintain for the duration of this contract, an offer of qualified health insurance coverage for their employees; all in accordance with UCA 63A-5-205, and Utah Administrative Code Rule R23-23.

ARTICLE IX

9.1 **Default.** The following acts or omissions by Subcontractor shall constitute events of default ("Default") under this Subcontract and shall give rise to all rights and remedies for material breach of this Subcontract, including, without limitation, termination of this Subcontract:

- (a) failure to perform the Work in strict compliance with this Subcontract and the Subcontract Documents.
- (b) failure to promptly and diligently correct or replace Defective Work.
- (c) failure to diligently perform the Work in compliance with the Project Schedule including, without limitation, failure to supply sufficient skilled laborers, materials, or equipment.
- (d) failure to provide reasonable assurances of timely performance.
- (e) failure to provide timely submittal information for review and approval as provided in the Subcontract Documents.
- (f) failure or evidence of failure to timely pay workers, subcontractors, or health, welfare, pension or other benefit funds for labor, materials or equipment furnished as part of the Work.
- (g) failure to keep the Property free from mechanic's liens.

- (h) third party claims or evidence indicating, in Contractor's sole discretion, probable filing of such claims unless Subcontractor provides security against such claims in a form acceptable to Contractor.
- (i) failure to pay prevailing wages, if required.
- (j) assignment or subcontracting the majority of the Work without prior written authorization from Contractor.
- (k) failure to perform the Work in strict compliance with the Laws and Regulations or the Safety Rules and Regulations.
- (l) evidence that the Work can not be completed for the unpaid balance of the Subcontract Price, as determined by Contractor in its sole discretion.
- (m) evidence that the Work will not be completed within the Subcontract Time, and/ or that the unpaid balance will not be adequate to cover actual or liquidated damages for the anticipated delay, as determined by Contractor in its sole discretion.
- (n) damage to the work of Contractor or others on the Project.
- (o) insolvency, inability to pay its current obligations, filing of any action seeking the protection of a bankruptcy court where this Subcontract is rejected by the trustee or the Subcontractor is unable to satisfy the requirements for assuming this Subcontract under the applicable provisions of the bankruptcy code, seeking to effect reorganization or workout with its creditors, filing in bankruptcy court by its creditors seeking to compel Subcontractor to reorganize or liquidate assets, appointment of a receiver or trustee related to any insolvency of Subcontractor, and garnishment of any amounts owed by Contractor to Subcontractor;
- (p) any other material breach of this Subcontract or the Subcontract Documents; and
- (q) any act, occurrence or event that places Subcontractor in default under any agreement between Contractor and Subcontractor other than this Subcontract.

9.2 Notice of Default. Upon written notice of Default, Subcontractor shall, within forty-eight (48) hours of receipt of such notice, take all actions requested by Contractor and such other actions as may be necessary to cure such Default. Subcontractor shall not be entitled to any adjustment in the Subcontract Price or the Subcontract Time as a result of any efforts to cure such Default.

9.3 If Subcontractor fails to cure any Default within forty-eight (48) hours after receipt of written notice of Default, Contractor may cure or remedy any Default by Subcontractor. Subcontractor shall reimburse Contractor and/or Contractor may backcharge Subcontractor for, any and all Losses it incurs, plus a reasonable allowance for profit, to cure or remedy any Default, or as a result of any other failure of Subcontractor to comply with the terms and conditions of this Subcontract or the Subcontract Documents. Contractor may offset against the Subcontract Price any Losses incurred as a result of a Default or any amounts owed to Contractor pursuant to this Section.

ARTICLE X

10.1 Termination for Cause. If (1) Subcontractor fails to cure any Default within forty-eight (48) hours after receipt of written notification of such Default, or (2) a Default threatens to cause immediate personal or bodily injury or death, Contractor may terminate Subcontractor's rights under this Subcontract in its entirety and Contractor shall have all the rights and remedies available under this Subcontract and at law or in equity including, without limitation, those remedies specified below.

If Contractor terminates this Subcontract for cause as provided herein, Contractor may, without prejudice to any other of its rights or remedies, perform and complete the Work and in connection therewith, Contractor may do any or all of the following:

- 10.1.1 exclude Subcontractor from the Project.

- 10.1.2 take possession of all materials, equipment, and tools intended for performance of the Work including materials and equipment at the Project site, stored materials and equipment, and materials and equipment in the course of preparation wherever located (without liability to Subcontractor for trespass or conversion),
- 10.1.3 accept assignment of Subcontractor's rights under all of Subcontractor's contracts with sub-subcontractors for performance of the Work, pursuant to Section 3.9 and/ or
- 10.1.4 otherwise obtain materials and equipment and employ persons which, in Contractor's sole discretion, are necessary to complete the Work.

Upon termination for cause as provided herein, Subcontractor shall not be entitled to receive any further payment until completion of all of the Work and acceptance of the entire Project. Subcontractor shall reimburse Contractor for all Losses it incurs to complete Subcontractor's Work, plus a reasonable allowance for overhead and profit. If the unpaid balance of the Subcontract Price exceeds the Contractor's Losses, plus allowance for overhead and profit, Contractor shall pay such excess to Subcontractor. If such Losses, overhead, and profit exceed the unpaid balance of the Subcontract Price, the Subcontractor shall pay the difference to Contractor. In addition, Contractor shall be entitled to such other and further remedies available at law or in equity.

10.2 Suspension for Convenience. Contractor may, without cause, suspend, delay, or interrupt the Work in whole or in part for such period of time as the Contractor may determine and/ or as provided in the Subcontract Documents. Subject to the requirements and limitations of Article V, the Subcontract Price and Subcontract Time may be adjusted for increases in the cost and time to complete the Work caused by such suspension. No adjustment shall be made, however, to the extent that (a) performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor is responsible, (b) an adjustment is made or denied under another provision of this Subcontract, or (c) Contractor is not entitled to a adjustment in the contract price and/ or the contract time under the General Contract on behalf of Subcontractor as a result of such suspension.

10.3 Termination for Convenience. The Contractor may, at any time, terminate this Subcontract for the convenience of Contractor and without cause. Subcontractor's sole and exclusive right to compensation for Losses resulting from such termination shall be the compensation actually received by Contractor from Owner on behalf of Subcontractor as a result of any such termination. Subcontractor shall not be entitled to any compensation for Losses or any other remedy under this Subcontract or for breach thereof as a result of such termination beyond such adjustment in the contract price and/ or the contract price to the Prime Contract received by Contractor from Owner on behalf of Subcontractor. Receipt by Contractor of such compensation is a condition precedent to Subcontractor's right, if any, to compensation for Losses resulting from such termination. Subcontractor's right to recover for such termination shall be limited to the compensation received by Contractor from Owner for such termination on behalf of Subcontractor.

ARTICLE XI

11.1 Dispute Resolution. Disputes, if any, between Subcontractor and Contractor arising out of or relating to this Subcontract or the Work shall be resolved as provided in this Article.

11.2 Disputes Involving the Owner or the Architect. Any disputes in which the Owner or the Architect is a party shall be governed by the dispute resolution procedures in the Subcontract Documents other than this Subcontract. If those Subcontract Documents contain no dispute resolution procedures, such disputes shall be resolved as provided in Section 11.3 below.

11.3 Disputes Not Involving the Owner or the Architect. At the sole and exclusive discretion of Contractor, all disputes in which neither the Owner nor the Architect is a party shall be resolved in (1) binding arbitration, or (2) litigation in a state or federal court of competent jurisdiction situated in the state of the location of the Project. If Contractor determines to resolve disputes under this Subcontract by binding arbitration, the following rules shall apply.

- 11.3.1 Binding Arbitration shall be pursuant to the current Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. A written demand for arbitration shall be filed with the American Arbitration Association and the other party within

a reasonable time after the dispute or claim has arisen, but in no event after the applicable statute of limitations for a legal or equitable proceeding would have run.

- 11.3.2 Any Arbitration pursuant to this Subcontract may be joined or consolidated with any arbitration involving (1) any other person or entity necessary to resolve the claim, dispute or controversy, (2) the same transaction or series of related transactions as those in the Arbitration, or (3) a common issue of law or fact with those in the Arbitration creating the possibility of conflicting rulings by more than one arbitrator or panel of arbitrators. The location of the arbitration proceedings shall be in the state of the location of the Project. The arbitration award shall be final.
- 11.3.3 Arbitration pursuant to this Section shall be governed by the applicable version of the Uniform Arbitration Act in enacted by the state of the location of the Project. The arbitrator, in determining an award, shall be without jurisdiction to enter any award not in conformity with the laws determined by the parties to be controlling pursuant to Section 12.4. The arbitrator shall have all authority necessary to enforce all the terms and conditions of this Subcontract and provide for all remedies available hereunder including, without limitation, interim relief, if appropriate. The arbitrator shall prepare a (1) reasoned award, or (2) findings of fact and conclusions of law, applying the governing laws to the facts of the case.
- 11.3.4 Notwithstanding the foregoing, the arbitrator shall be deemed to have exceeded the authority granted under this Subcontract if, and to the extent, an award does not comply with the requirements of this Subcontract. The Parties consent to the jurisdiction of the state and federal courts of the state in which the Project is located for the purposes of (1) enforcing the parties' obligation to arbitrate disputes, claims and controversies under this Subcontract, (2) determining the scope of the matters that are subject to arbitration, (3) requiring the joinder and/ or consolidation of matters subject to arbitration, and (4) enforcing and entering judgment upon the arbitration award entered by the arbitrator. Each Party waives any objection that it may now have or hereafter have to venue in such courts.
- 11.3.5 If any action or proceeding is brought in connection with this Subcontract, the prevailing party shall be entitled to recover its costs and reasonable expert and attorneys' fees.

ARTICLE XII

12.1 This Subcontract and the Subcontract Documents constitute the final, complete, and exclusive statement of the agreement between the parties, and supersedes and replaces in their entirety all prior oral or written agreements, including but not limited to, bids and bid acceptances. This Subcontract may not be altered, amended or extended, except by written agreement of the parties hereto executed by James Gramoll on behalf of Contractor.

12.2 This Subcontract shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.

12.3 Delay by Contractor in enforcing any rights or remedies in the event of Default or a breach of any term or condition of this Subcontract or any other contract between Contractor or Subcontractor, shall not be construed as a waiver of such Default or breach. Payment by Contractor of progress payments or final payment shall not be construed as acceptance of any work for which payment is made or waiver of any Claims, rights, or remedies under this Subcontract.

12.4 This Subcontract shall be construed and interpreted as a whole in accordance with its fair meaning and in accordance with the laws of the state of the location of the Project. Under no circumstances, however, shall such laws be interpreted to apply conflict of laws principles to require the laws of another state to determine the interpretation or construction of this Subcontract.

12.5 **Performance Guaranty.** If Subcontractor operates as a corporation, limited liability company, partnership or a business entity other than as an individual or sole proprietor, this Subcontract will be signed by the President and Secretary of the corporation, the managing member(s), partners, or other authorized principals of Subcontractor's company, and the officers, managing member(s), partners, and/ or other principals signing this Subcontract on behalf of the corporation, limited liability company, partnership or other

business entity do jointly and severally, guarantee to the Contractor the full and faithful performance of this Subcontract by Subcontractor, and do further agree, jointly and severally, that they shall be personally liable to Contractor for the full and faithful performance of Subcontractor's obligations under this Subcontract. Failure of Contractor to request a performance bond from Subcontractor shall not affect the obligation assumed by the officers, managing members, partners or other principals signing this Subcontract on behalf of Subcontractor.

SAMPLE

IN WITNESS WHEREOF, this Subcontract has been executed by the Contractor and Subcontractor as of the day and the year below.

SUBCONTRACTOR: (SUBCONTRACTOR NAME)

By _____

Print _____

Its _____

Date: _____

CONTRACTOR: GRAMOLL CONSTRUCTION COMPANY

Auth _____

Print Dustin Gramoll, President

Date: _____

Ability Inclusion Services - Redwood Grove Community - Customer Selection Sheet

Item	Location	Production Description	Product #	Product Color	Notes
LVT Flooring	All Hallways, Common Gathering Areas, Offices, Storage Rooms, Electrical Room		450 503	Vanilla Hickory	
Tile	All Apartment Bathrooms, Main Bathrooms, Entry, Laundry Area	Tile Floor Design to be Drawn. Arizona Tile. Tile to go 4ft up Restroom Walls		Pave Ivory- Shower Floor Mosaics 2"x2". Pave Moka Floors/Walls 12"x24"	
Stairwell Flooring		Black Rubber Stair Tread		Black	Pending Selection - Please Provide Budget
Cabinets	Cabinets for All Apartment Kitchens, Common Area Kitchenette, Laundry	Oak - All One Color		Flat Smoke - Shaker Plain Style Recessed Clear Veneer	
Cabinet Pulls	All Kitchen Cabinets	D-Pulls. Bronzed Gold / Champagne Bronze		Bronzed Gold	
Vanity	All Apartment Bathrooms and Main Restroom	Floating Vanity for Apatments and Full Vanity for Main Building Restroom. Arizona Tile: Della Terra Quartz. 3cm+ Oval Basin			
Countertop	All Apartment Kitchens and Restrooms	Arizona Tile: Della Terra Quartz 3cm+ Rectangular Sink Basin. Single		Frost	
Toilets	All Restrooms	Flats Sides (Ease of Cleaning)			
Facets	All Restrooms and Kitchen Area	Moen Flat top Handle Single Hole		Black Matte Restrooms. Bronzed Gold Kitchen.	
Doors	All Interior Doors for Apartments and Offices	Interior Door - Flat Panel Masonite (Hardboard, HDF-High Density Fiberboard, Pressboard) 1-3/8" pre-hung Finger Joint Pine Jam. Exterior Apartment Doors - Solid Core		Flat Smoke	
Closet Doors	All Apartment Closets	Accordian Bi-fold Style Doors		Flat Smoke	Pending Selection - Please Provide Budget
Kickplates	For all Apartment Entrances, Bedroom and Restroom Doors	24" Height		Provide Options	Pending Selection - Please Provide Budget
Paints	Consistent Color for All Walls	Sherwinn Williams	SW6164	Interior Semi-Gloss Svelte Sage	
Wallguards/Base	Wallguards for Half of Wall in all Hallway and Common Areas. Rubber Base all Walls	Wallguards.com		Portobello	Pending Selection - Please Provide Budget
Lighting	Can Lighting			Warm Color	
Mailboxes	Main Entrance	Silver/Aluminum Basic 12 Unit Box			Pending Selection - Please Provide Budget
Appliances	Apartment and Kitchenette	All Appliances to be Supplied and Selected by Client		Client Provided. Not Requesting Bids.	
Cameras	Interior and Exterior	6 Outdoor, 6 Indoor		Client Provided. Not Requesting Bids.	
Alarm				Client Provided. Not Requesting Bids.	
Key Card System				Client Provided. Not Requesting Bids.	



GEOTECHNICAL INVESTIGATION
PROPOSED AIS RESIDENTIAL FACILITY
1739 WEST LAKE PARK DRIVE
WEST VALLEY CITY, UTAH

PREPARED FOR:

ABILITY INCLUSION SERVICES
1275 WEST 2320 SOUTH
WEST VALLEY CITY, UTAH 84119

ATTENTION: KRISTEN FLOYD

PROJECT NO. 1240801

NOVEMBER 25, 2024

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EXECUTIVE SUMMARY

1. Approximately 5 inches of asphaltic concrete was encountered in Boring B-2. Approximately 1½ and 2 feet of fill consisting of clayey gravel with sand to silty sand was encountered below the asphaltic concrete in Boring B-2 and in the upper portion of Boring B-1, respectively. Natural clayey sand to sandy lean clay was encountered below the fill and extends to a depth of approximately 9 feet overlying lean clay extending the full depth of the borings, approximately 15½ feet.

A cone penetration test (CPT-1) was conducted at the site to a depth of approximately 50½ feet. The upper approximately 3½ feet was drilled out. Clay and sand was encountered to a depth of approximately 8 feet overlying clay to approximately 16 feet overlying interlayered clay and sand to the maximum depth of the CPT, approximately 50½ feet.

2. Subsurface water was encountered in the borings at depths ranging from approximately 6 to 7 feet below the ground surface when checked 9 days after drilling. Fluctuations in the subsurface water level will occur over time. An evaluation of such fluctuations is beyond the scope of this investigation.
3. Footings bearing on the undisturbed natural soil may be designed using an allowable net bearing pressure of 1,500 pounds per square foot. Footings bearing on at least 2 feet of properly compacted structural fill extending down to the undisturbed natural soil may be designed for a net allowable bearing pressure of 2,500 pounds per square foot.
4. The upper natural soil consists of clayey sand and will be easily disturbed by construction traffic when the clayey sand is very moist to wet. Placement of 1 to 2 feet of granular fill will provide limited support for construction equipment when the subgrade consists of very moist to wet clayey sand.
5. Based on the subsurface conditions encountered at the site to the depth investigated, the site-specific liquefaction analysis conducted and our understanding of geologic conditions in the area, it is our professional opinion that liquefaction-induced settlement on the order of ½ inch or less could occur during the design seismic event. The liquefaction hazard can be mitigated using aggregate piers if the amount of liquefaction-induced settlement is considered excessive for the proposed building. It is our professional opinion that lateral spread is not a significant hazard at the project site.
6. Geotechnical information related to foundations, subgrade preparation, pavement design and materials is included in the report.

SCOPE

This report presents the results of a geotechnical investigation for the proposed AIS residential facility to be constructed at 1739 West Lake Park Drive in West Valley City, Utah. The report presents the subsurface conditions encountered, laboratory test results and recommendations for foundations and pavement. The study was conducted in general accordance with our proposal dated October 3, 2024.

Field exploration was conducted to obtain information on the subsurface conditions. Samples obtained from the field investigation were tested in the laboratory to determine physical and engineering characteristics of the on-site soil. Information obtained from the field and laboratory was used to define conditions at the site for our engineering analysis and to develop recommendations for the proposed foundations and pavement.

This report has been prepared to summarize the data obtained during the study and to present our conclusions and recommendations based on the proposed construction and the subsurface conditions encountered. Design parameters and a discussion of geotechnical engineering considerations related to construction are included in the report.

SITE CONDITIONS

There are no permanent structures or pavements on the site.

Vegetation at the site consists of occasional weeds. The ground surface at the site is relatively flat with a gentle slope down to the west.

Lake Park Drive extends along the north side of the site and Redwood Road is to the east. Residential development extends to the south and west.

FIELD STUDY

The borings were drilled at the approximate locations shown on Figure 1 on November 13, 2024 using direct push. The borings were drilled to observe the subsurface conditions and to obtain soil samples for laboratory testing. The borings were logged and soil samples obtained by a geologist from AGECE. Logs of the subsurface conditions encountered in the borings are presented on Figure 2 with legend and notes on Figure 3.

A cone penetration test (CPT-1) was conducted at the approximate location shown on Figure 1 on November 13, 2024. Results of the CPT are included in the appendix.

SUBSURFACE CONDITIONS

Approximately 5 inches of asphaltic concrete was encountered in Boring B-2. Approximately 1½ and 2 feet of fill consisting of clayey gravel with sand to silty sand was encountered below the asphaltic concrete in Boring B-2 and in the upper portion of Boring B-1, respectively. Natural clayey sand to sandy lean clay was encountered below the fill and extends to a depth of approximately 9 feet overlying lean clay extending the full depth of the borings, approximately 15½ feet.

A cone penetration test (CPT-1) was conducted at the site to a depth of approximately 50½ feet. The upper approximately 3½ feet was drilled out. Clay and sand was encountered to a depth of approximately 8 feet overlying clay to approximately 16 feet overlying interlayered clay and sand to the maximum depth of the CPT, approximately 50½ feet.

A description of the soil encountered in the borings follows:

Fill - The fill consists of clayey gravel with sand to silty sand. The fill is slightly moist to moist and gray to dark brown.

Lean Clay - The clay contains small to moderate amounts of sand and occasional silt layers. It is soft to medium stiff, wet and grayish brown with slight iron oxide staining.

Laboratory tests conducted on samples of the clay indicate that it has natural moisture contents of 38 to 50 percent and natural dry densities of 73 to 84 pounds per cubic foot (pcf).

Results of consolidation tests conducted on samples of the clay indicate that it will compress a small to moderate amount with the addition of light to moderate loads. The results of the consolidation tests are presented on Figures 3 and 4.

Clayey Sand - The clayey sand contains some silty sand and sandy lean clay layers. It is medium dense/medium stiff, moist to wet and light brown to gray with slight iron oxide staining.

Laboratory tests conducted on samples of the clayey sand and sandy lean clay indicate that it has natural moisture contents of 10 to 14 percent and natural dry densities of 108 to 110 pcf. An unconfined compressive strength of 2,165 pounds per square foot (psf) was measured for a sample of sandy lean clay tested in the laboratory.

Results of the laboratory tests are summarized on Table I and are included on the logs of the borings.

SUBSURFACE WATER

Subsurface water was encountered in the borings at depths ranging from approximately 6 to 7 feet below the ground surface when checked 9 days after drilling. Fluctuations in the subsurface water level will occur over time. An evaluation of such fluctuations is beyond the scope of this investigation.

PERCOLATION TESTING

A 4-foot-deep boring was drilled adjacent to Boring B-1 to conduct a percolation test. The percolation test hole was drilled on November 13, 2024. Water was added to the percolation test hole and allowed to soak. The following day, more water was added to the test hole and the rate of water drop in the test hole was measured over several successive time intervals. A percolation rate on the order of 27 minutes per inch was measured for the soil tested.

PROPOSED CONSTRUCTION

The proposed building is planned to be a two-story, wood-frame slab-on-grade structure. We have assumed maximum column loads of 75 kips and maximum wall loads of 5 kips per lineal foot.

A paved parking area and pickup lane are planned for the west and north sides of the site, respectively. We anticipate that traffic for paved areas will consist of up to 100 cars and five delivery trucks per day and one garbage truck per week.

A stormwater detention basin is planned for the eastern portion of the site.

If the proposed construction, building loads or traffic is significantly different from what is described above, we should be notified so that we can reevaluate the recommendations given.

RECOMMENDATIONS

Based on the subsurface conditions encountered, laboratory test results, and the proposed construction, the following recommendations are given:

A. Site Grading

1. Existing Fill

Up to approximately 2 feet of fill was encountered in the borings. Based on the conditions encountered, it is our professional opinion that the fill, in its current condition, is not suitable to support the proposed building, pavements and other settlement-sensitive improvements. Unsuitable fill, topsoil, debris and other deleterious materials should be removed from below these areas.

2. Subgrade Preparation

The upper natural soil consists of clayey sand and will be easily disturbed by construction traffic when the clayey sand is very moist to wet. Placement of 1 to 2 feet of granular fill will provide limited support for construction equipment when the subgrade consists of very moist to wet clayey sand. The subgrade should be proof rolled to identify soft areas. Soft areas should be removed and replaced with properly compacted fill.

The topsoil, organics, unsuitable fill and other deleterious materials should be removed from below proposed structures, slabs and pavement prior to placement of structural fill or pavement materials.

3. Excavation

Excavation at the site can be accomplished with typical excavation equipment.

Temporary unretained excavation slopes may be constructed at 1½ horizontal to 1 vertical or flatter. Flatter excavation slopes will be needed if seepage is encountered.

Excavations that extend below the free water level should be dewatered. The water level should be maintained at least 2 feet below the base of the excavation during initial fill and concrete placement. Free-draining gravel with less than 5 percent passing the No. 200 Sieve should be used as fill or backfill below the original water level. A filter fabric should be provided between the natural soil and free-draining gravel.

4. Compaction

Compaction of materials placed at the site should equal or exceed the minimum densities as indicated below when compared to the maximum dry density as determined by ASTM D 1557.

Fill To Support	Compaction Criteria
Foundations	≥ 95%
Concrete Slabs	≥ 90%
Pavement	
Base Course	≥ 95%
Fill placed below Base Course	≥ 90%
Landscaping	≥ 85%
Retaining Wall Backfill	85 - 90%

Fill should be compacted at a moisture content within 2 percent of the optimum moisture content. Drying of the soil may not be practical during cold or wet periods of the year.

Fill and pavement materials should be frequently tested during construction for compaction.

5. Materials

Materials used as fill for the project are anticipated to consist of imported fill and the on-site soil. Recommendations for these materials are shown below.

a. Imported Fill

Listed below are materials recommended for imported structural fill.

Fill to Support	Recommendations
Footings	Non-expansive granular soil Passing No. 200 Sieve < 35% Liquid Limit < 30% Maximum size 4 inches
Floor Slab (Upper 4 inches)	Sand and/or Gravel Passing No. 200 Sieve < 5% Maximum size 2 inches
Slab Support	Non-expansive granular soil Passing No. 200 Sieve < 50% Liquid Limit < 30% Maximum size 6 inches

b. On-Site Soil

The onsite granular fill meeting the criteria presented above may be considered for use as structural fill. The on-site fine-grained fill and natural soils are not recommended for use as fill below structures but may be considered for site grading fill below areas of proposed pavement or other site improvements or as utility trench or foundation wall backfill.

Depending on the moisture condition of the soil at the time of construction, the soil may require wetting or drying prior to use as fill. Drying of the soil may not be practical during cold or wet times of the year.

6. Drainage

The ground surface surrounding the proposed building should be sloped away from the building in all directions. Roof downspouts and drains should discharge beyond the limits of backfill.

The collection and diversion of drainage away from the pavement surface is important to the satisfactory performance of the pavement section. Proper drainage should be provided.

B. Foundations

1. Bearing Material

With the proposed construction and the subsurface conditions encountered, the building may be supported on spread footings bearing on the undisturbed natural clay or on compacted structural fill extending down to the undisturbed natural clay. Structural fill should extend out away from the edge of the footings at least a distance equal to the depth of fill beneath footings.

Unsuitable fill, topsoil, organics and other deleterious materials should be removed from below proposed foundation areas.

2. Bearing Pressure

Footings bearing on the undisturbed natural soil may be designed using an allowable net bearing pressure of 1,500 pounds per square foot. Footings bearing on at least 2 feet of properly compacted structural fill extending down

to the undisturbed natural soil may be designed for a net allowable bearing pressure of 2,500 pounds per square foot.

Footings should have a width of at least 1½ feet and a depth of embedment of at least 1 foot.

3. Temporary Loading Conditions

The allowable bearing pressure may be increased by one-half for temporary loading conditions such as wind or seismic loads.

4. Settlement

Based on the subsurface conditions encountered and the assumed building loads, we estimate that total settlement will be on the order of 1 inch or less. Differential settlement is estimated to be on the order of ½ inch or less.

Care will be required not to disturb the natural soil at the base of foundation excavations to maintain settlement within tolerable limits.

5. Frost Depth

Exterior footings and footings beneath unheated areas should be placed at least 30 inches below grade for frost protection.

6. Foundation Base

The base of footing excavations should be cleared of loose or deleterious material prior to structural fill or concrete placement.

7. Construction Observation and Testing

A representative of the geotechnical engineer should observe subgrade areas and foundation excavations prior to placement of site grading fill and observe foundation excavations prior to placement of structural fill or concrete.

C. Concrete Slab-on-Grade**1. Slab Support**

Topsoil, organics, materials, unsuitable fill and other deleterious materials should be removed from below proposed slab areas.

Concrete slabs may be supported on the undisturbed natural soil or on compacted structural fill extending down to the undisturbed natural soil.

2. Underslab Sand and/or Gravel

Free-draining sand and/or gravel (less than 5 percent passing the No. 200 sieve) should be placed below the floor slab to promote even curing of the concrete.

3. Vapor Barrier

A vapor barrier should be placed under the concrete floor if the floor will receive an impermeable floor covering. The barrier will reduce the amount of water vapor passing from below the slab to the floor covering.

D. Lateral Earth Pressures**1. Lateral Resistance for Footings**

Lateral resistance for spread footings placed on the natural soil or on compacted structural fill is controlled by sliding resistance between the footing and the foundation soils. Friction values of 0.35 and 0.45 may be used in design for ultimate lateral resistance for footings bearing on the clayey soil and structural fill, respectively. The passive resistance of the soil adjacent to the footings may be considered in the design of lateral resistance of footings.

2. Subgrade Walls and Retaining Structures

The following equivalent fluid weights are given for design of subgrade walls and retaining structures. The active condition is where the wall moves away from the soil. The passive condition is where the wall moves into the soil and the at-rest condition is where the wall does not move. The values listed below assume a horizontal surface adjacent to the top and bottom of the wall.

Soil Type	Active	At-Rest	Passive
Clay & Silt	50 pcf	65 pcf	250 pcf
Sand & Gravel	40 pcf	55 pcf	300 pcf

3. Seismic Conditions

Under seismic conditions, the equivalent fluid weight should be increased by 45 pcf for the active condition, 30 pcf for the at-rest condition and decreased by 45 pcf for the passive condition. This assumes a peak ground acceleration of 0.83g for a 2 percent probability of exceedance in a 50-year period.

4. Safety Factors

The values recommended above assume mobilization of the soil to achieve soil strength. Conventional safety factors used for structural analysis for such items as overturning and sliding resistance should be used in design.

E. **Liquefaction, Faulting and Seismicity**

1. Liquefaction

The site is located in an area mapped as having a “high” potential for liquefaction (Salt Lake County, 2002). The soil type most susceptible to liquefaction during a

large earthquake is loose, clean sand. The liquefaction potential for soil decreases with an increase in fines content and density.

Based on the subsurface conditions encountered at the site to the depth investigated, the site-specific liquefaction analysis conducted and our understanding of geologic conditions in the area, it is our professional opinion that liquefaction-induced settlement on the order of ½ inch or less could occur during the design seismic event. The liquefaction hazard can be mitigated using aggregate piers if the amount of liquefaction-induced settlement is considered excessive for the proposed building. It is our professional opinion that lateral spread is not a significant hazard at the project site.

2. Faulting

There are no mapped active faults extending through the site. The closest mapped active fault to the site is the Taylorsville fault located approximately 4,200 feet west of the site (Utah Geological Survey, 2024).

3. Seismicity

Listed below is a summary of the site parameters that may be used with the 2021 International Building Code:

Description	Value
Site Class	D ¹
S _s - MCE _R ground motion (period=0.2s)	1.52g
S ₁ - MCE _R ground motion (period=1.0s)	0.54g
F _a - Site amplification factor at 0.2s	1.2
F _v - Site amplification factor at 1.0s	1.77
PGA - MCE _G peak ground acceleration	0.69g
PGA _M - Site modified peak ground acceleration	0.83g

¹ Site Class D was selected for the site based on the subsurface conditions encountered to the depth investigated and our understanding of geologic conditions in the area. Site Class F may be representative of the site if the liquefaction hazard is not mitigated.

F. Water Soluble Sulfates

One sample of the natural soil was tested for water soluble sulfate content. Results of the test indicate the soil has a negligible sulfate attack potential on concrete. Sulfate resistant cement is not needed for concrete placed in contact with the natural soil. Other conditions may dictate the type of cement to be used in concrete for the project.

G. Pavement

Based on the subsoil conditions encountered, laboratory test results and the assumed traffic as indicated in the Proposed Construction section of the report, the following pavement support recommendations are given:

1. Subgrade Support

The near surface soil encountered at the site predominantly consists of fill overlying clayey sand and sandy lean clay. We have assumed a California Bearing Ratio (CBR) value of 3 percent which assumes a clay subgrade.

2. Pavement Thickness

Based on the subsoil conditions encountered, assumed traffic, a design life of 20 years for flexible pavement and 30 years for rigid pavement, and methods presented by AASHTO, a pavement section consisting of 3 inches of asphaltic concrete overlying 8 inches of base course is calculated. The base course thickness could be reduced to 6 inches in areas where the subgrade consists of at least 6 inches of gravel and in areas with no truck traffic. Alternatively, a rigid pavement section consisting of 5 inches of Portland cement concrete may be used.

A pavement section consisting of 6½ inches of Portland cement concrete over 4 inches of base course is recommended for the trash dumpster approach slab.

3. Pavement Materials and Construction

a. Flexible Pavement (Asphaltic Concrete)

The pavement materials should meet the specifications for the applicable jurisdiction.

b. Rigid Pavement (Portland Cement Concrete)

The rigid pavement thickness assumes that the pavement will have aggregate interlock joints and that a concrete shoulder or curb will be provided.

The pavement materials should meet the specifications for the applicable jurisdiction. The pavement thicknesses indicated above assume that the concrete will have a 28-day compressive strength of 5,000 pounds per square inch. Concrete should be air entrained with approximately 6 percent air. Maximum allowable slump will depend on the method of placement but should not exceed 4 inches.

4. Jointing

Joints for concrete pavement should be laid out in a square or rectangular pattern. Joint spacings should not exceed 30 times the thickness of the slab. The joint spacings indicated should accommodate the contraction of the concrete and under these conditions steel reinforcing will not be required. The joints should be approximately one-fourth of the slab's thickness.

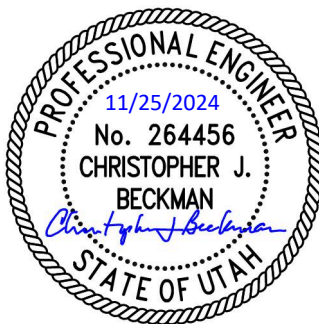
H. Preconstruction Meeting

A preconstruction meeting should be held with representatives of the owner, project architect, geotechnical engineer, general contractor, earthwork contractor and other members of the design team to review construction plans, specifications, methods and schedule.

LIMITATIONS

This report has been prepared in accordance with generally accepted soil and foundation engineering practices in the area for the use of the client for design purposes. The conclusions and recommendations included within the report are based on the information obtained from the borings drilled and cone penetration test conducted at the approximate locations indicated on Figure 1 and the data obtained from laboratory testing. Variations in the subsurface conditions may not become evident until additional exploration or excavation is conducted. If the subsurface conditions or groundwater level is found to be significantly different from what is described above, we should be notified to reevaluate our recommendations.

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



Christopher J. Beckman, P.E.

A handwritten signature in blue ink that reads "Douglas R. Hawkes".

Reviewed by Douglas R. Hawkes, P.E., P.G.

CJB/rs

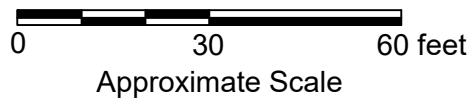
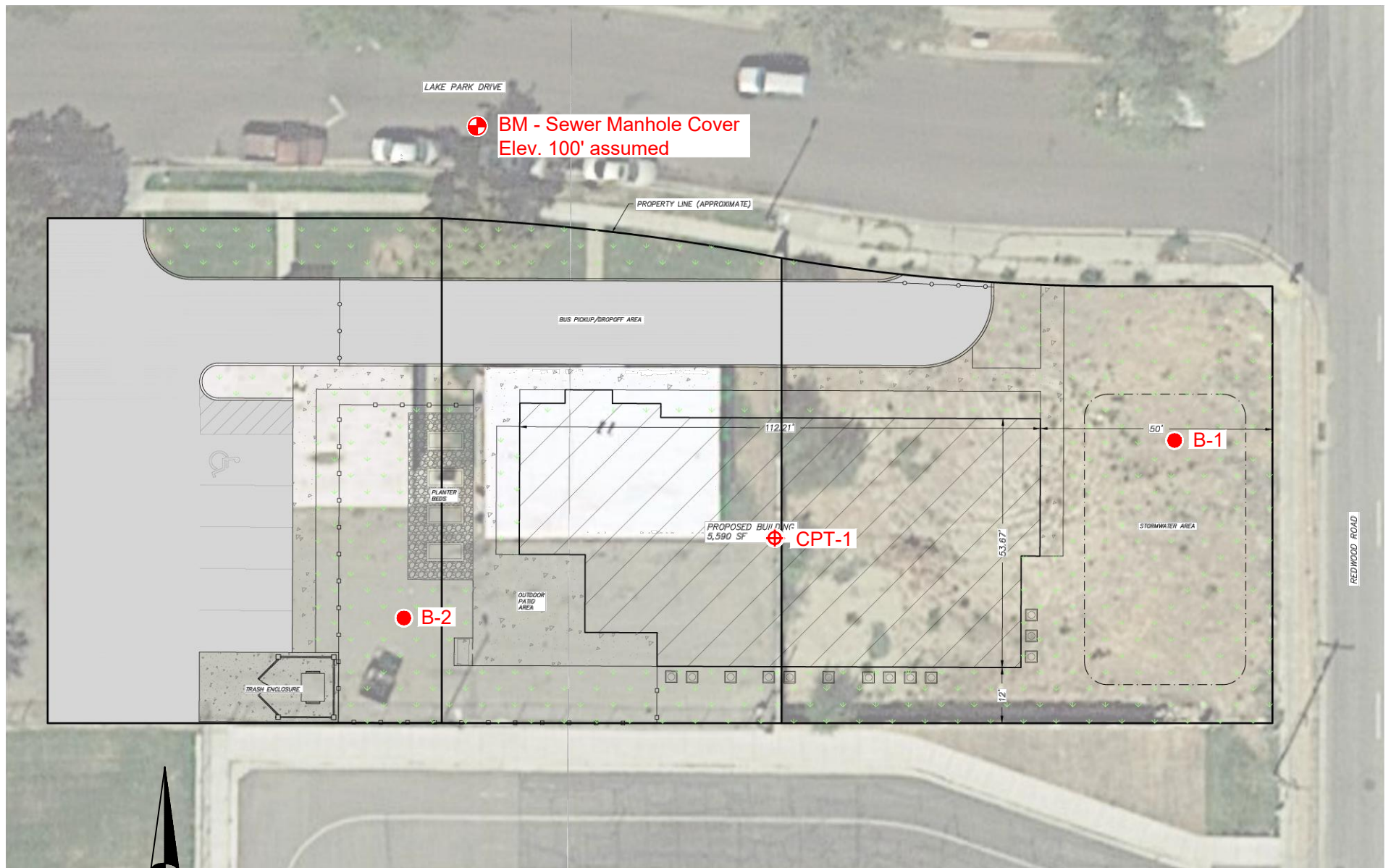
REFERENCES

American Society of Civil Engineers (ASCE), 2017 "Minimum design loads and associated criteria for buildings and other structures, provisions" ASCE / SEI 7-16, American Society of Civil Engineers, Reston, Virginia.

International Code Council, 2020; 2021 International Building Code, Falls Church, Virginia.

Salt Lake County, 2002; Surface Rupture and Liquefaction Potential Special Study Areas Map, Salt Lake County, Utah, adopted March 31, 1989, updated March 2002, Salt Lake County Public Works – Planning Divisions, 2001 South State Street, Salt Lake City, Utah.

Utah Geological Survey, 2024; Utah Geological Hazard Portal accessed October 30, 2024, at <https://geology.utah.gov/apps/hazards/>.



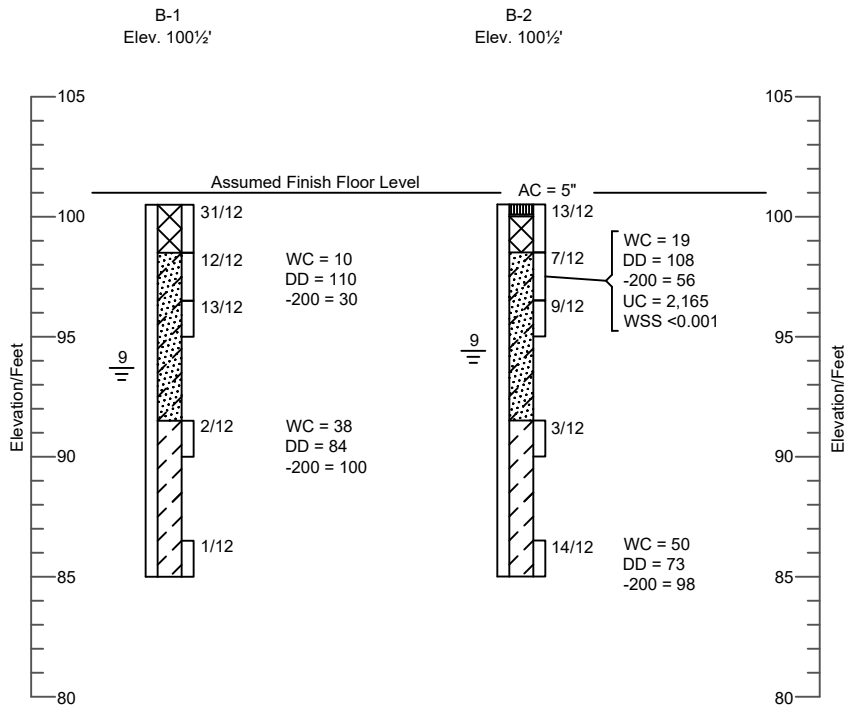
AIS RESIDENTIAL FACILITY
1739 WEST LAKE PARK DRIVE
WEST VALLEY CITY, UTAH

1240801








AGEC

Exploratory Boring and CPT Locations

Figure 1



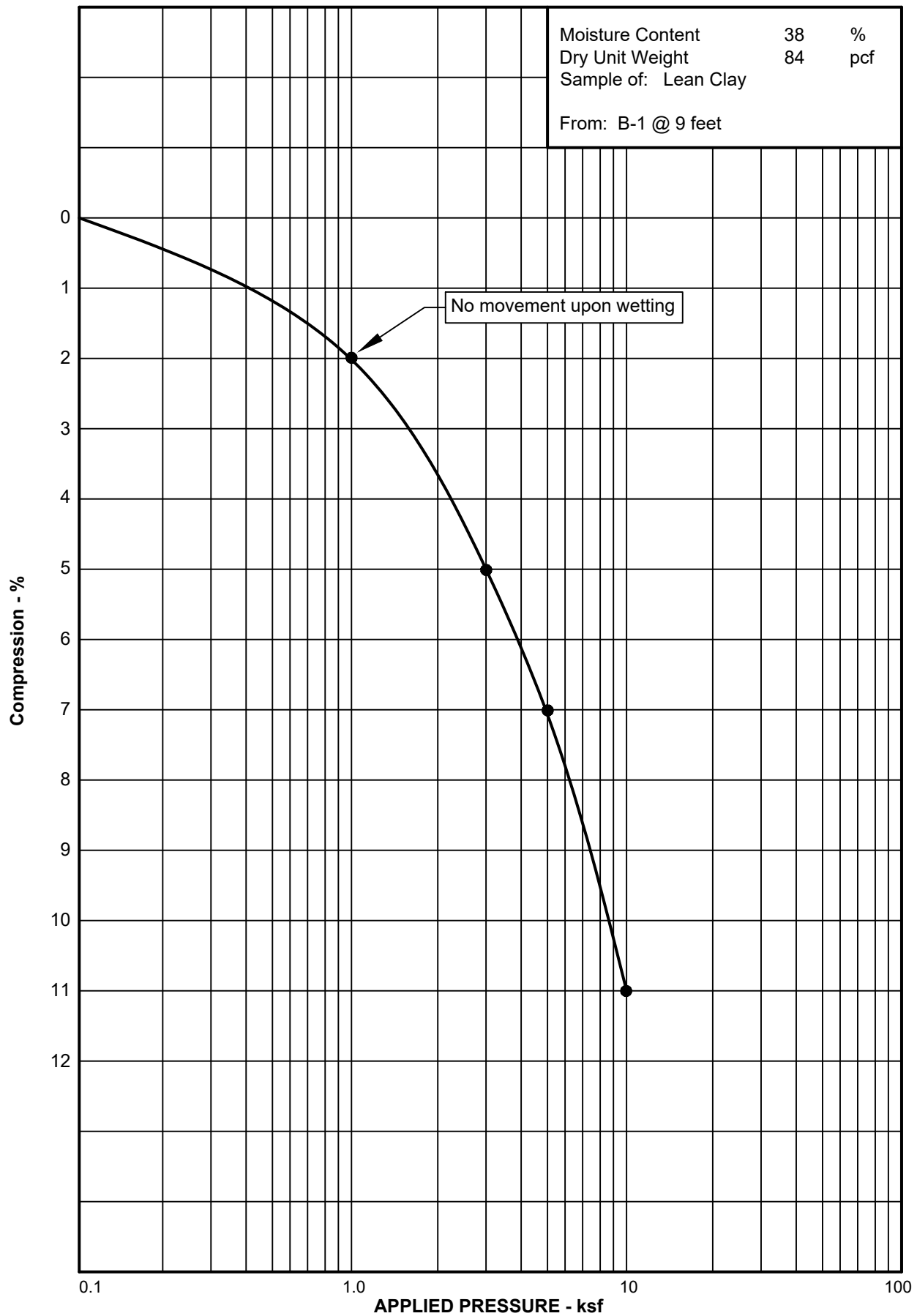
LEGEND:

-  Asphaltic Concrete.
-  Fill; silty sand to clayey gravel with sand, slightly moist to moist, gray to dark brown.
-  Lean Clay (CL); small amounts of sand, occasional silt layers, soft to medium stiff, wet, grayish brown, slight iron oxide staining.
-  Clayey Sand (SC); some silty sand and sandy lean clay layers, medium dense/medium stiff, moist to wet, light brown to gray, slight iron oxide staining.
-  10/12 California Drive sample taken. The symbol 10/12 indicates that 10 blows from a 140 pound automatic hammer falling 30 inches were required to drive the sampler 12 inches.
-  Indicates slotted 1½ inch PVC pipe installed in the boring to the depth shown.
-  Indicates the depth to free water and the number of days after drilling the measurement was taken.

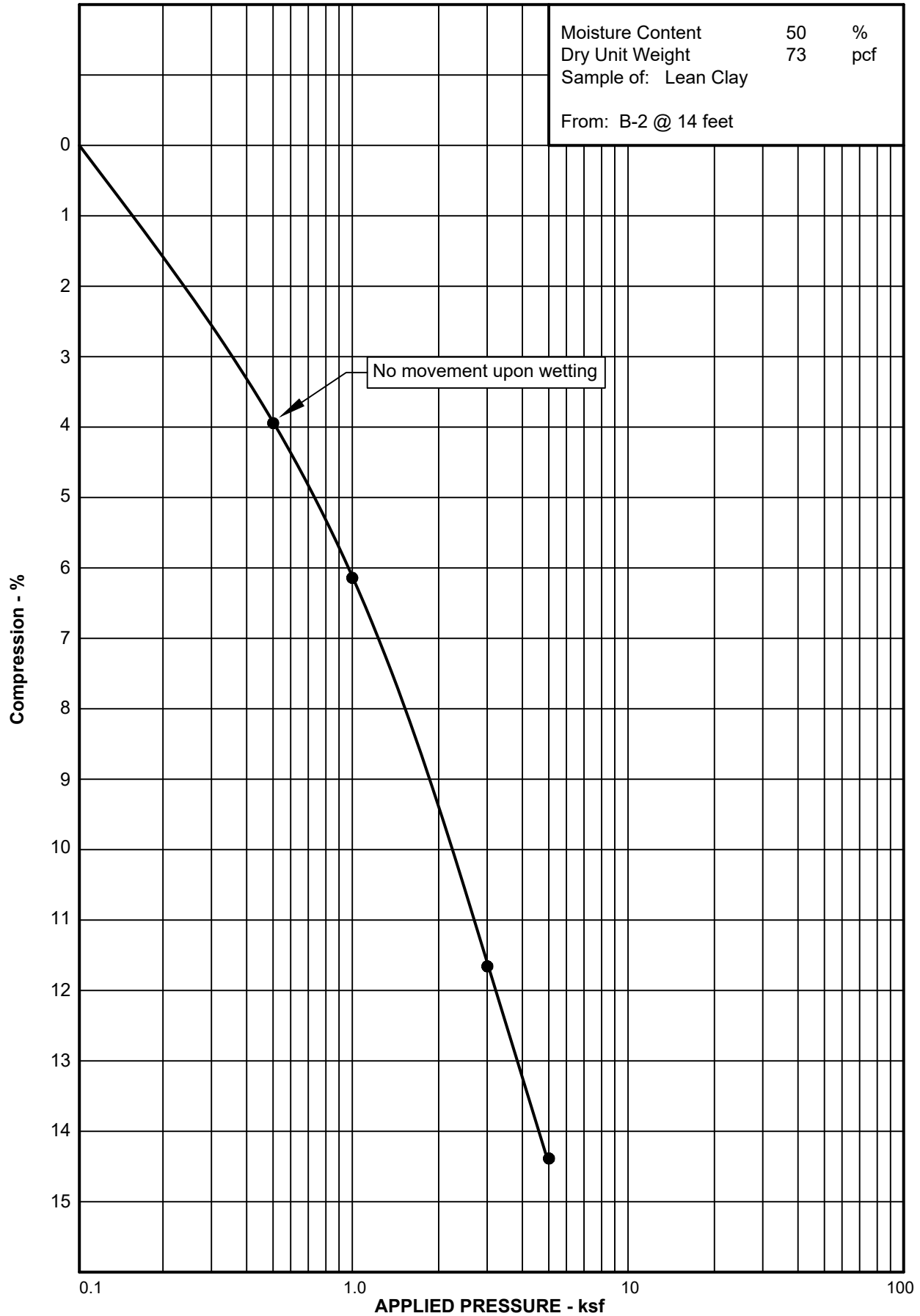
NOTES:

1. The borings were drilled on November 13, 2024 using direct push.
2. The locations of the borings were measured approximately by pacing from features shown on the site plan provided.
3. The elevations of the borings were measured by automatic level and refer to the benchmark shown on Figure 1.
4. The boring locations and elevations should be considered accurate only to the degree implied by the method used.
5. The lines between materials shown on the boring logs represent the approximate boundaries between material types and the transitions may be gradual.
6. The water level readings shown on the logs were made at the time and under the conditions indicated. Fluctuations in the water will occur with time.
7. WC = Water Content (%);
DD = Dry Density (pcf);
-200 = Percent Passing the No. 200 Sieve;
UC = Unconfined Compressive Strength (psf);
WSS = Water Soluble Sulfates (%);
AC = Asphaltic Concrete Thickness;
BC = Base Course Thickness.

Applied Geotechnical Engineering Consultants, Inc.



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APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

TABLE I
SUMMARY OF LABORATORY TEST RESULTS

PROJECT NUMBER: 1240801

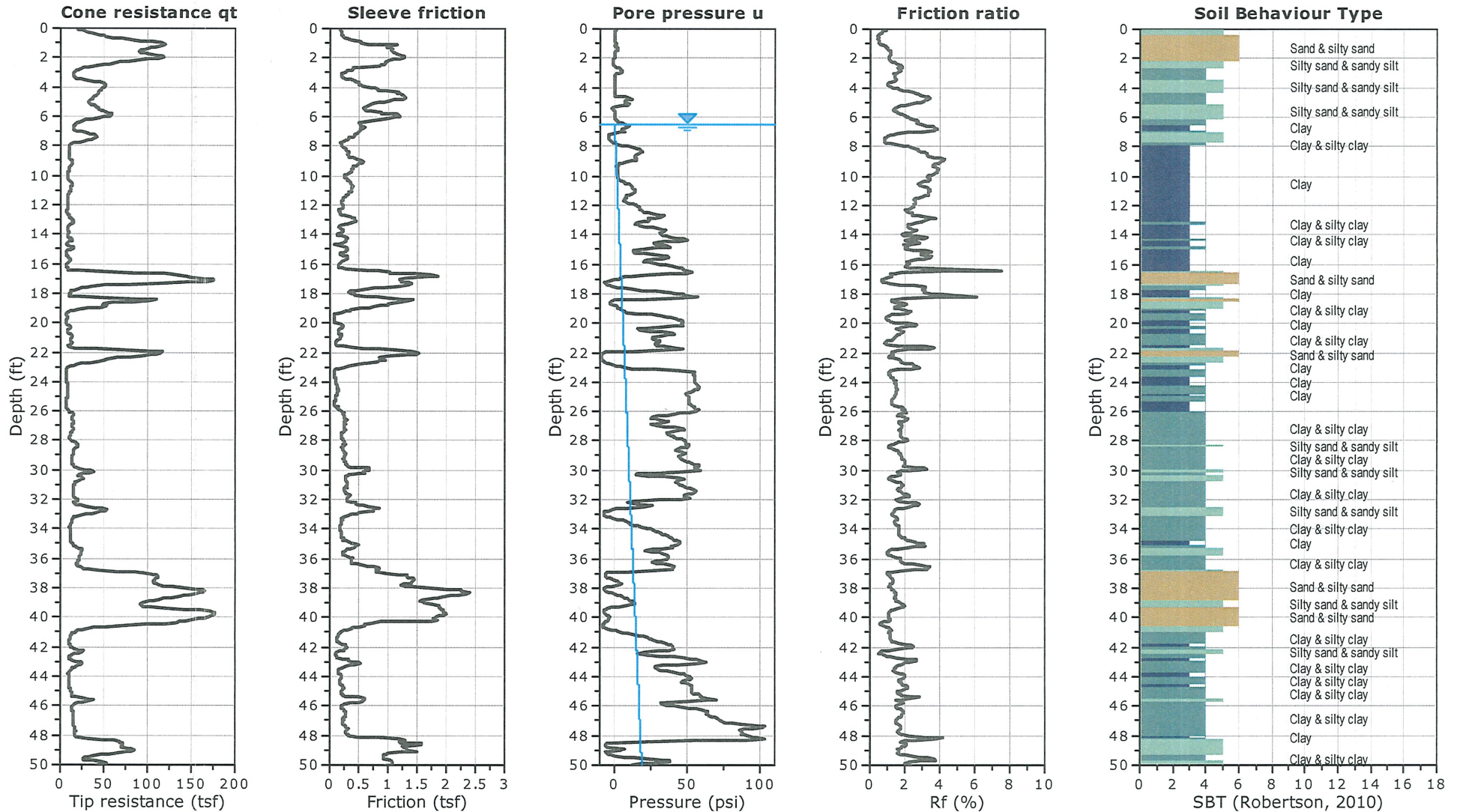
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APPENDIX

CONE PENETRATION TEST RESULTS

Project: 1240801

Location: AIS Facility





CACHE • LANDMARK
ENGINEERS • SURVEYORS • PLANNERS

AIS ADDENDUM #1

DATE: March 27, 2025

TO: **Mitch Maughan**
Gramoll Construction
155 South 750 West 801.824.1105 C
Logan UT, 84321 801.295.2341 T

FROM: **Jeremy Jensen**
Cache-Landmark Engineering 435.770.3441 C
95 Golf Course Rd, Suite 101 435.713.0099 T
Logan, UT 84321 jjensen@cachelandmark.com

PROJECT: AIS Residential Facility

SUBJECT: Addendum #1 – Changes to Bid Package per GHID comments

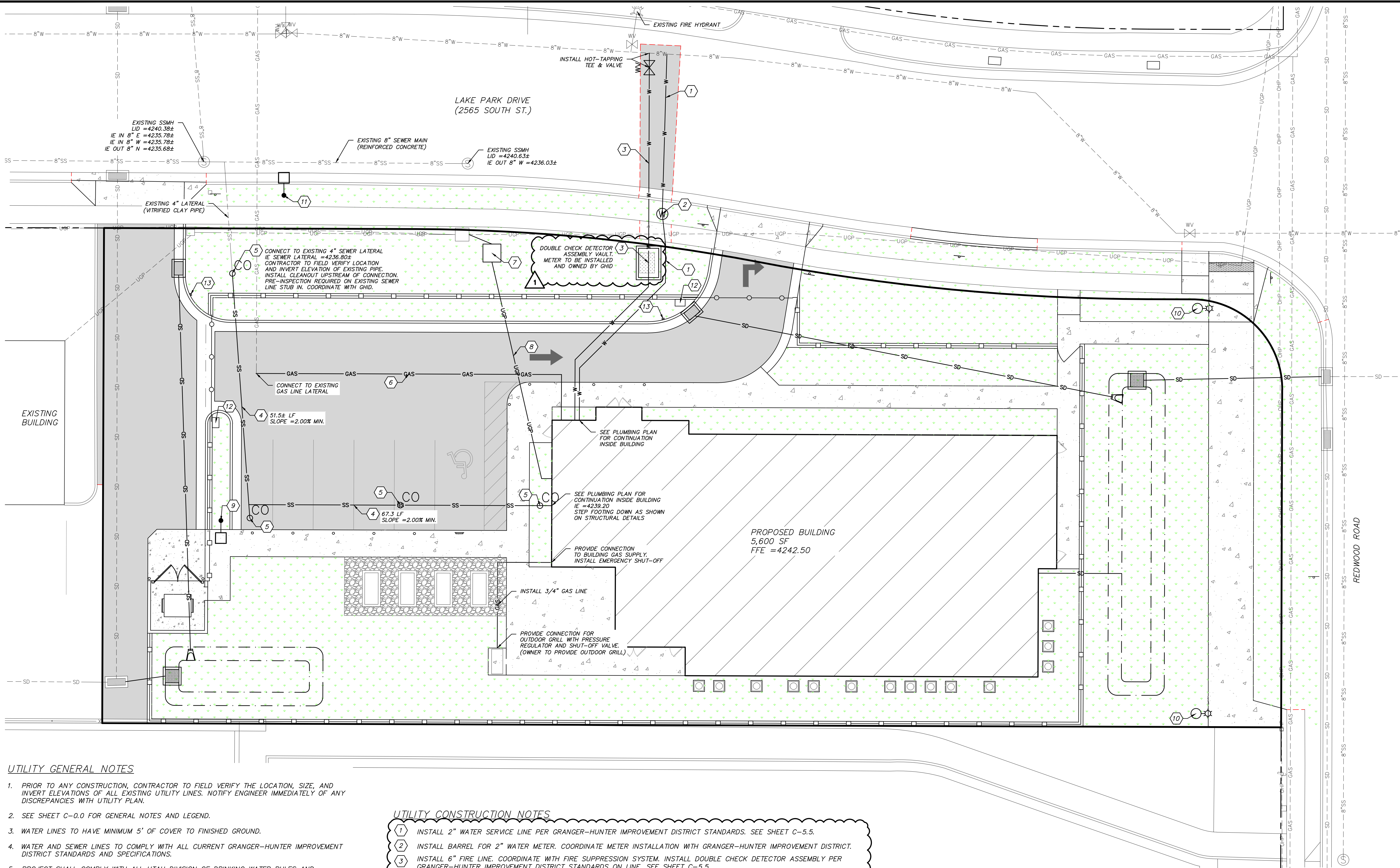
The following changes have been made to the Civil Plan Sheets for the AIS Residential Facility Bid Package based on comments from Granger-Hunter Improvement District:

1. **Utility Plan, Sheet C-3.0.**
 - a. **ADDED** – Double Check Detector Assembly Vault added to fire line on plan.
 - b. **CHANGED** – Keynotes 1-5 changed to reference GHID detail sheet (see below).
2. **Detail Sheet, Sheet C-5.1.**
 - a. **REMOVED** – Detail #13 Utility Trench Section.
3. **Detail Sheet, Sheet C-5.2.**
 - a. **REMOVED** – Detail #14 Sewer Line Cleanout.
4. **Detail Sheet, Sheet C-5.5.**
 - a. **ADDED** – New sheet added for GHID details.

Addendum #1 is hereby issued on March 27, 2025
Cache-Landmark Engineering

Jeremy Jensen
Project Manager

Attachment – Civil Sheets



UTILITY GENERAL NOTES

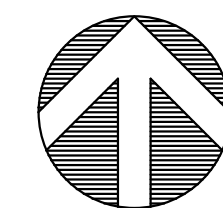
- PRIOR TO ANY CONSTRUCTION, CONTRACTOR TO FIELD VERIFY THE LOCATION, SIZE, AND INVERT ELEVATIONS OF ALL EXISTING UTILITY LINES. NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES WITH UTILITY PLAN.
- SEE SHEET C-0.0 FOR GENERAL NOTES AND LEGEND.
- WATER LINES TO HAVE MINIMUM 5' OF COVER TO FINISHED GROUND.
- WATER AND SEWER LINES TO COMPLY WITH ALL CURRENT GRANGER-HUNTER IMPROVEMENT DISTRICT STANDARDS AND SPECIFICATIONS.
- PROJECT SHALL COMPLY WITH ALL UTAH DIVISION OF DRINKING WATER RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO BACKFLOW PROTECTION AND CROSS CONNECTION PREVENTION.
- ALL FIRE LINES WITHIN GRANGER-HUNTER IMPROVEMENT DISTRICT BOUNDARIES MUST COMPLY WITH THE INTERNATIONAL PLUMBING CODE, SECTION 608 PROTECTION OF POTABLE WATER SUPPLY. GHID REQUIRES TESTABLE BACKFLOW ASSEMBLIES ON ALL CONNECTIONS CONSIDERED A CROSS-CONNECTION. THE FIRE SYSTEM MAY NEED TO BE MODIFIED BY ENGINEER'S RECOMMENDATIONS.
- OWNER IS RESPONSIBLE TO SUBMIT BACKFLOW REPORTS TO GHID WATER QUALITY DEPARTMENT WITHIN 10 DAYS OF INITIAL USE AND ANNUALLY THEREAFTER.
- PRIOR TO DISTRICT FINAL ACCEPTANCE, SUBMIT A DIGITAL COPY OF FIELD VERIFIED AS-BUILT PLANS IN PDF AND DWG FORMAT SPATIALLY REFERENCED TO NAD 1983 STATE PLANE UTAH CENTRAL FIPS 4302 (FEET) AND TIED TO THE NEAREST EXISTING SALT LAKE COUNTY BENCHMARK MONUMENT. DIGITAL AS-BUILT PLANS SHALL HAVE SEPARATE LAYERS FOR CULINARY WATERLINES, CULINARY WATER SERVICES, FIRE LINES, FIRE HYDRANTS, VALVES, SANITARY SEWER LINES, SANITARY SEWER MANHOLES, SANITARY SEWER LATERALS, SANITARY SEWER CLEAN-OUTS, AND PRETREATMENT INFRASTRUCTURE. SUBMIT AS-BUILTS TO GRANGER-HUNTER IMPROVEMENT DISTRICT WHEN AVAILABLE.

UTILITY CONSTRUCTION NOTES

- INSTALL 2" WATER SERVICE LINE PER GRANGER-HUNTER IMPROVEMENT DISTRICT STANDARDS. SEE SHEET C-5.5.
- INSTALL BARREL FOR 2" WATER METER. COORDINATE METER INSTALLATION WITH GRANGER-HUNTER IMPROVEMENT DISTRICT.
- INSTALL 6" FIRE LINE. COORDINATE WITH FIRE SUPPRESSION SYSTEM. INSTALL DOUBLE CHECK DETECTOR ASSEMBLY PER GRANGER-HUNTER IMPROVEMENT DISTRICT STANDARDS ON LINE. SEE SHEET C-5.5.
- INSTALL 4" PVC SEWER LINE PER GRANGER-HUNTER IMPROVEMENT DISTRICT STANDARDS. SEE SHEET C-5.5.
- INSTALL SEWER LINE CLEANOUT WITHIN 5' OF BUILDING, EVERY 60' ALONG SEWER LATERAL, AND AT CHANGE IN DIRECTION. SEE SHEET C-5.5.
- INSTALL GAS LINE. COORDINATE WITH ENBRIDGE GAS.
- INSTALL POWER TRANSFORMER. COORDINATE WITH ROCKY MOUNTAIN POWER. SEE ELECTRICAL PLAN.
- INSTALL UNDERGROUND POWER LINE CONDUIT. COORDINATE WITH ROCKY MOUNTAIN POWER. SEE ELECTRICAL PLAN.
- INSTALL ON-SITE LIGHT POLE. SEE ELECTRICAL PLAN.
- INSTALL LIGHT POLE IN REDWOOD ROAD LANDSCAPE AREA PER WEST VALLEY CITY CODE 7-10-204, FIGURE 4. STREETSCAPE LIGHTING A, STANDARD DRAWING LP-05. SEE ELECTRICAL PLAN.
- INSTALL RESIDENTIAL STREET LIGHT, WVC STANDARD DRAWING LP-01. SEE SHEET C-5.4 AND ELECTRICAL PLANS.
- INSTALL AUTOMATIC SLIDING GATE OPENER. SEE ELECTRICAL PLANS.
- INSTALL AUTOMATIC SLIDING GATE CONTROL/ACCESS PAD. SEE ELECTRICAL PLANS.

GHID GREASE INTERCEPTOR NOTE

- AT THE TIME OF THE GHID FINAL REVIEW OF THESE PLANS, THIS PROJECT WAS NOT CATEGORIZED AS AN INDUSTRIAL USER. IF IN THE FUTURE THIS PROJECT IS MODIFIED, OR ITS USE CHANGED GHID MAY REQUIRE INFRASTRUCTURE TO BE INSTALLED AT THE SOLE COST OF THE OWNER. DISCHARGERS OF FATS, OILS, GREASES, SANDS, ETC. SHALL BE CONNECTED TO AN OUTDOOR, 1000 GALLON (MINIMUM), GREASE INTERCEPTOR AND SAMPLING MANHOLE. ONLY ONE SAMPLING MANHOLE IS ALLOWED PER PARCEL OWNER, OR CULINARY WATER METER AND BILL.



UTILITY PLAN

0 5' 10' 20'
GRAPHIC SCALE 1" = 10'

PERMIT SET

UTILITY PLAN

AIS RESIDENTIAL FACILITY
2574 SOUTH REDWOOD ROAD
WEST VALLEY CITY, UT 84119



Cache • Landmark
Engineers
Surveyors
Planners

95 Golf Course Rd.
Suite 101
Logan, UT 84321
435.713.0099

DATE: 26 MARCH 2025

SCALE: 1"=10'

DESIGN BY: J. JENSEN

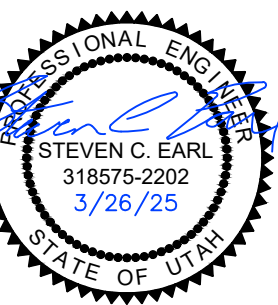
CHECKED BY: S. EARL

APPROVED BY: S. EARL

PROJECT NUMBER: 570-2402

SHEET:

C-3.0

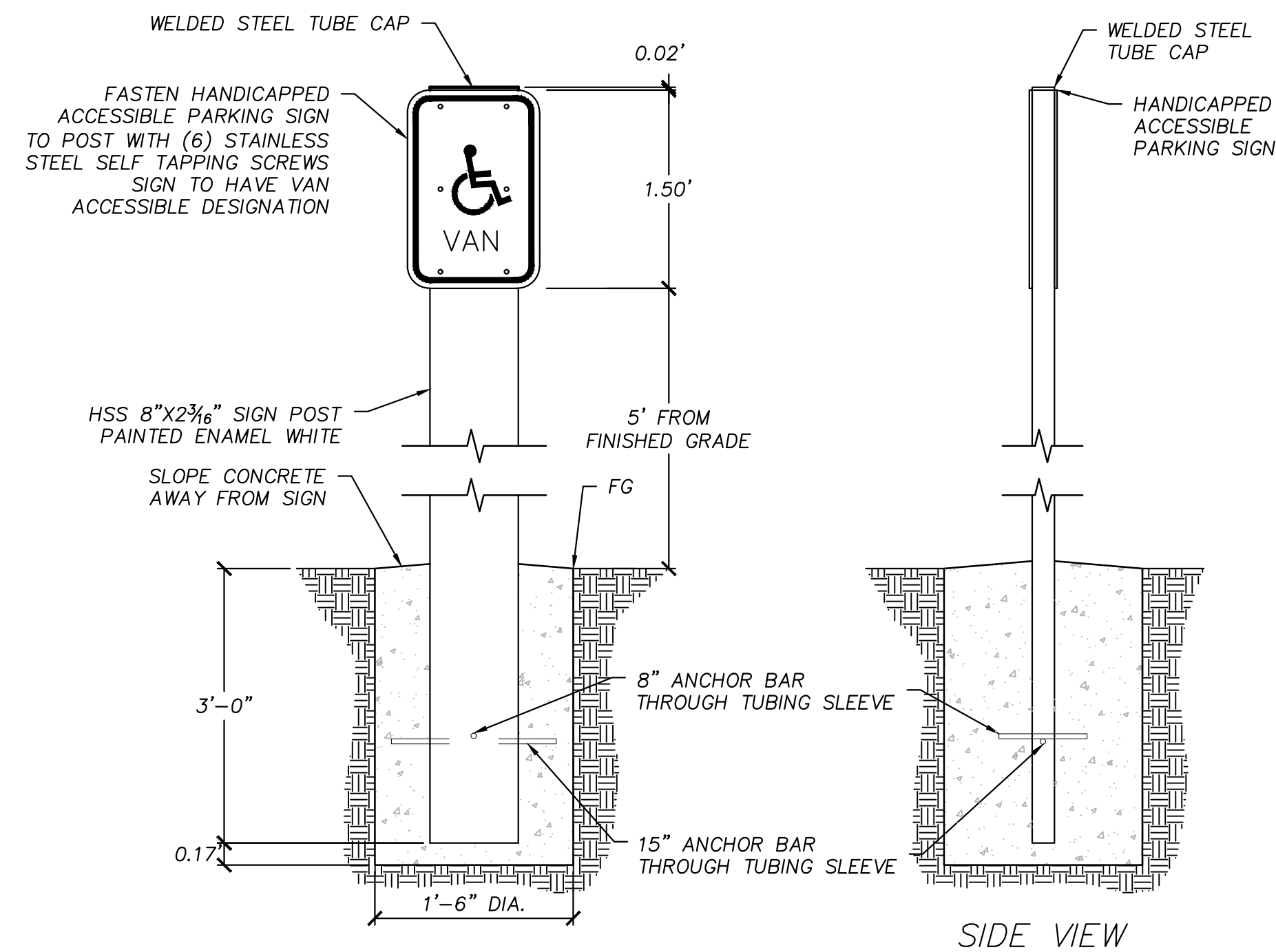
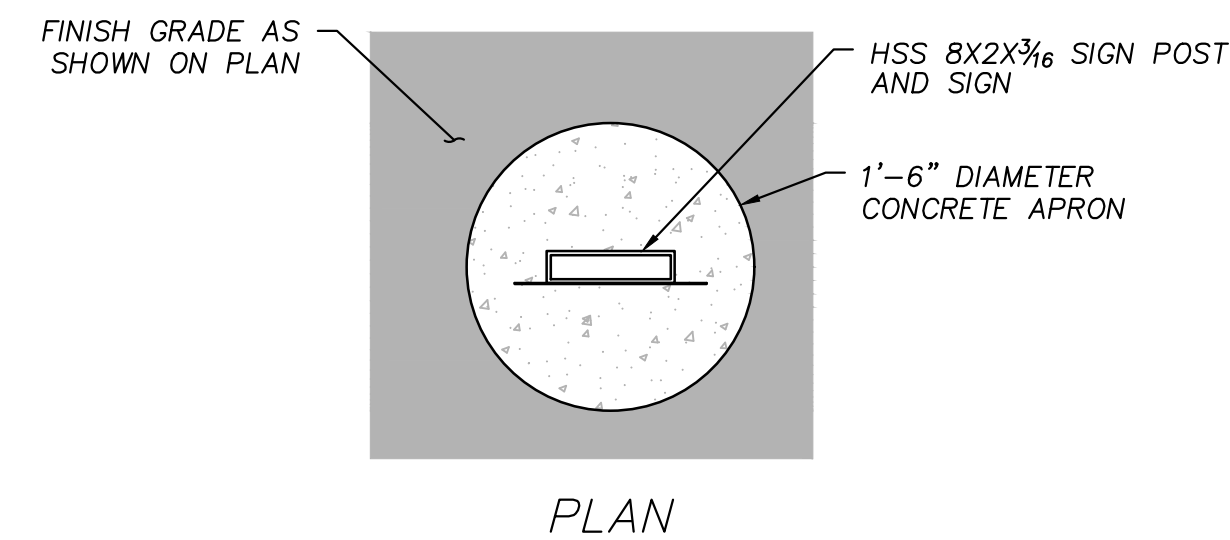


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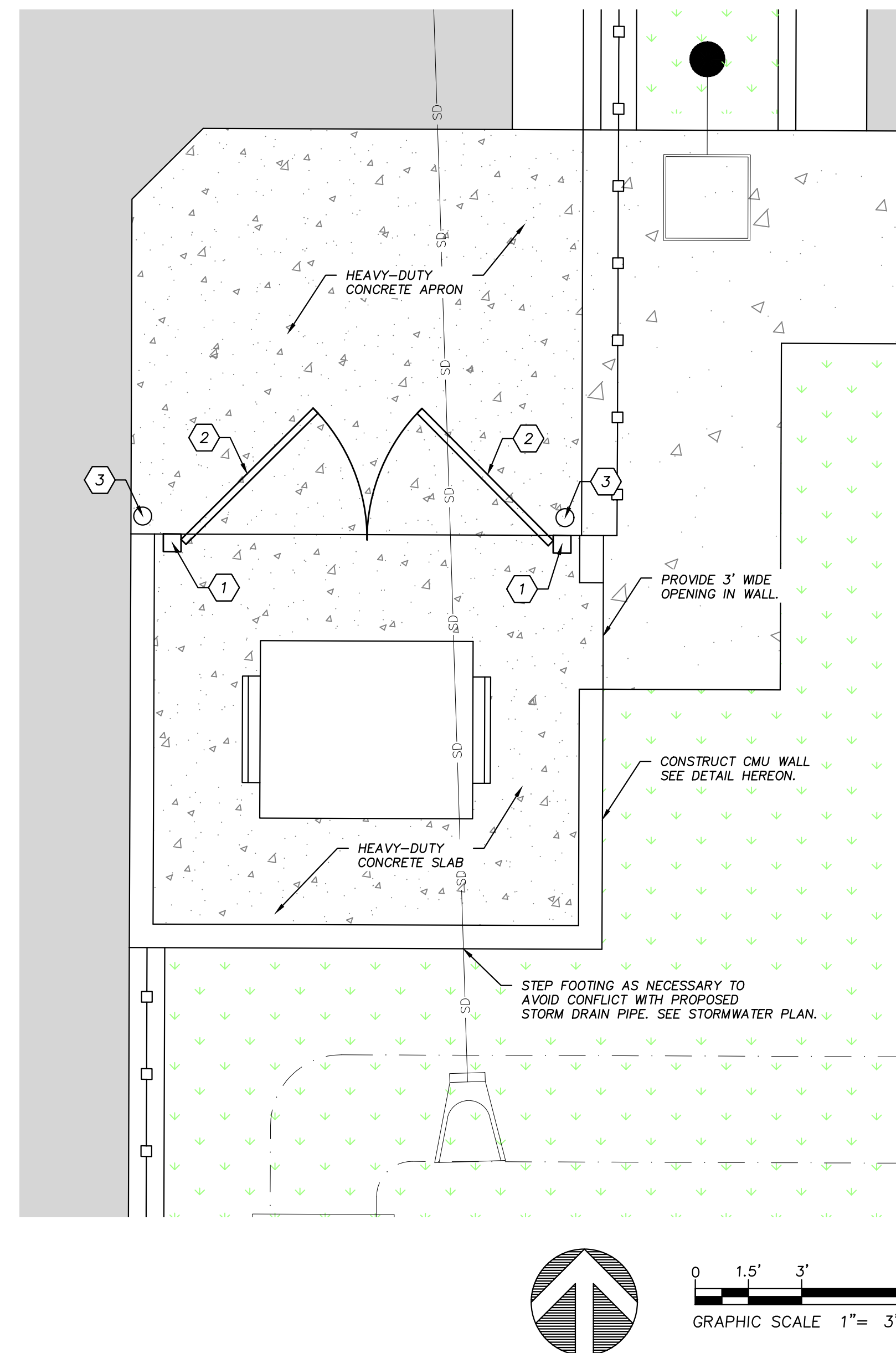
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DATE: 3/26/25

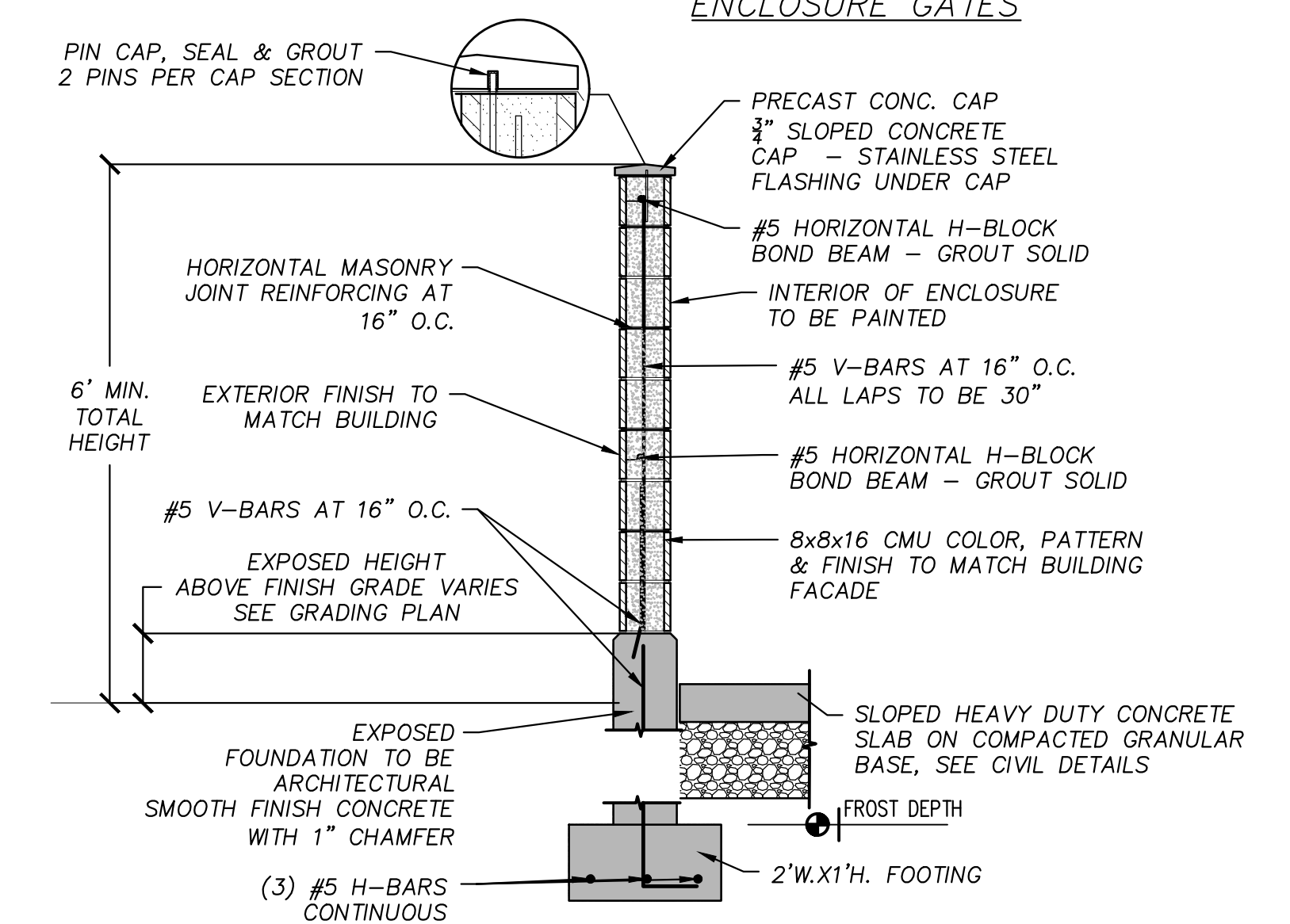
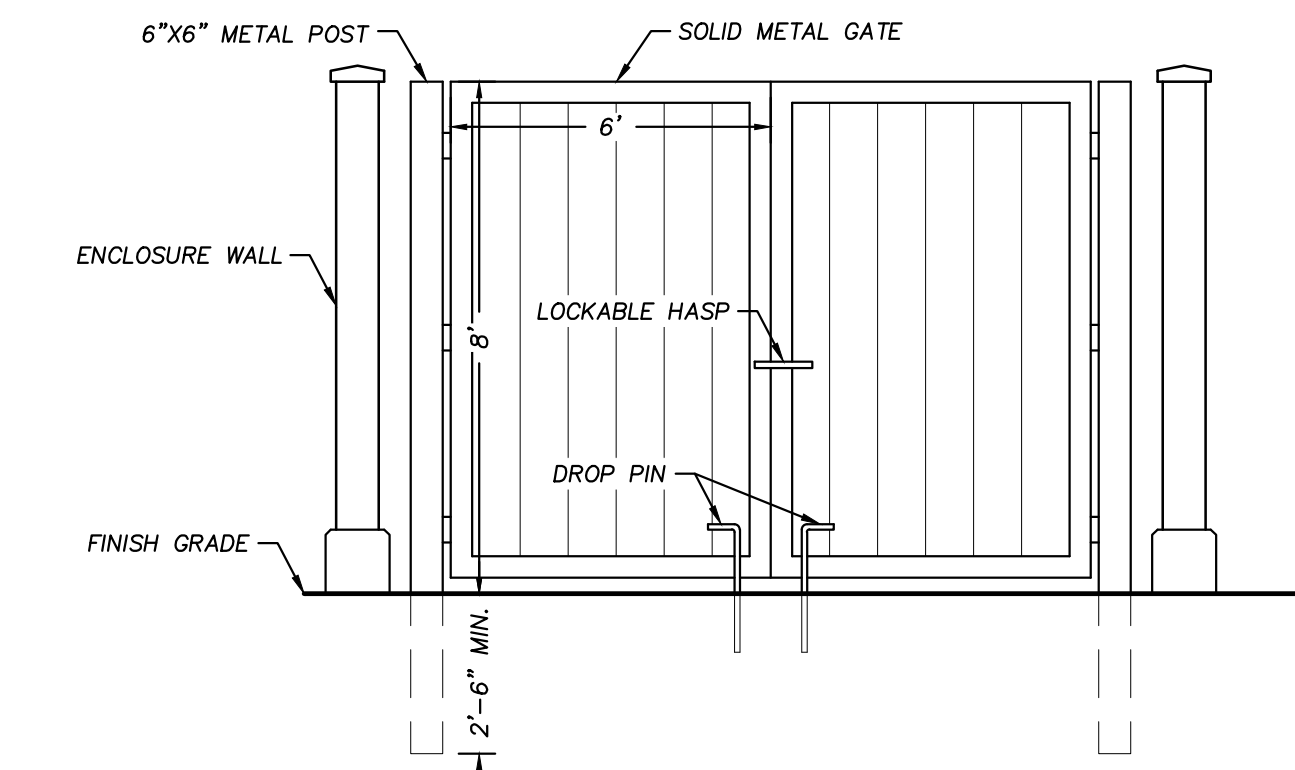
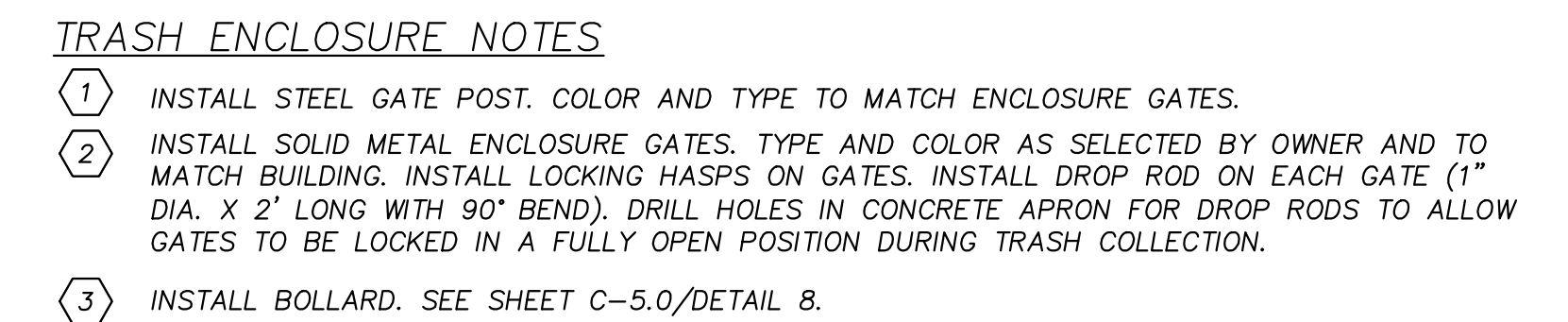
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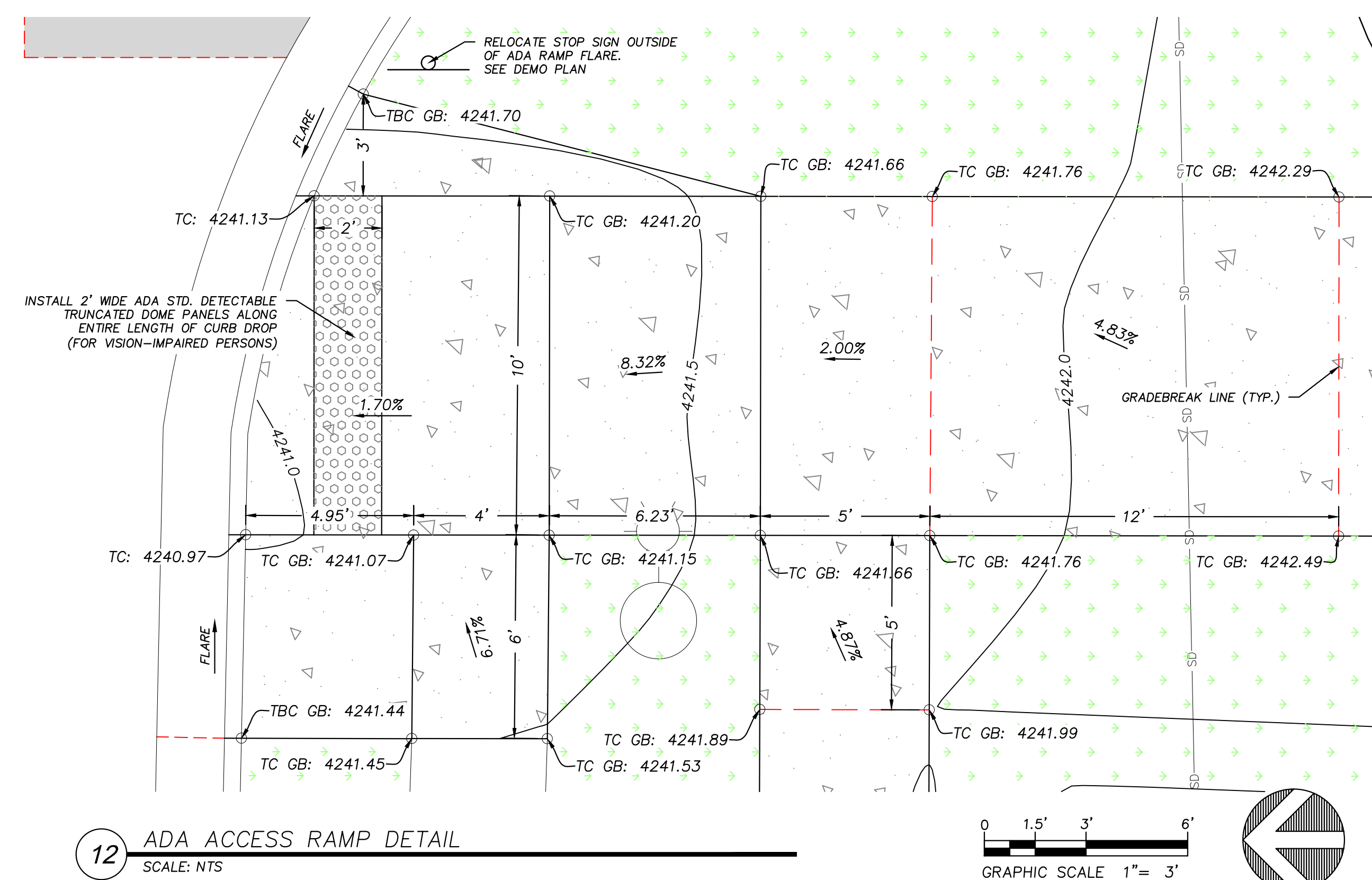
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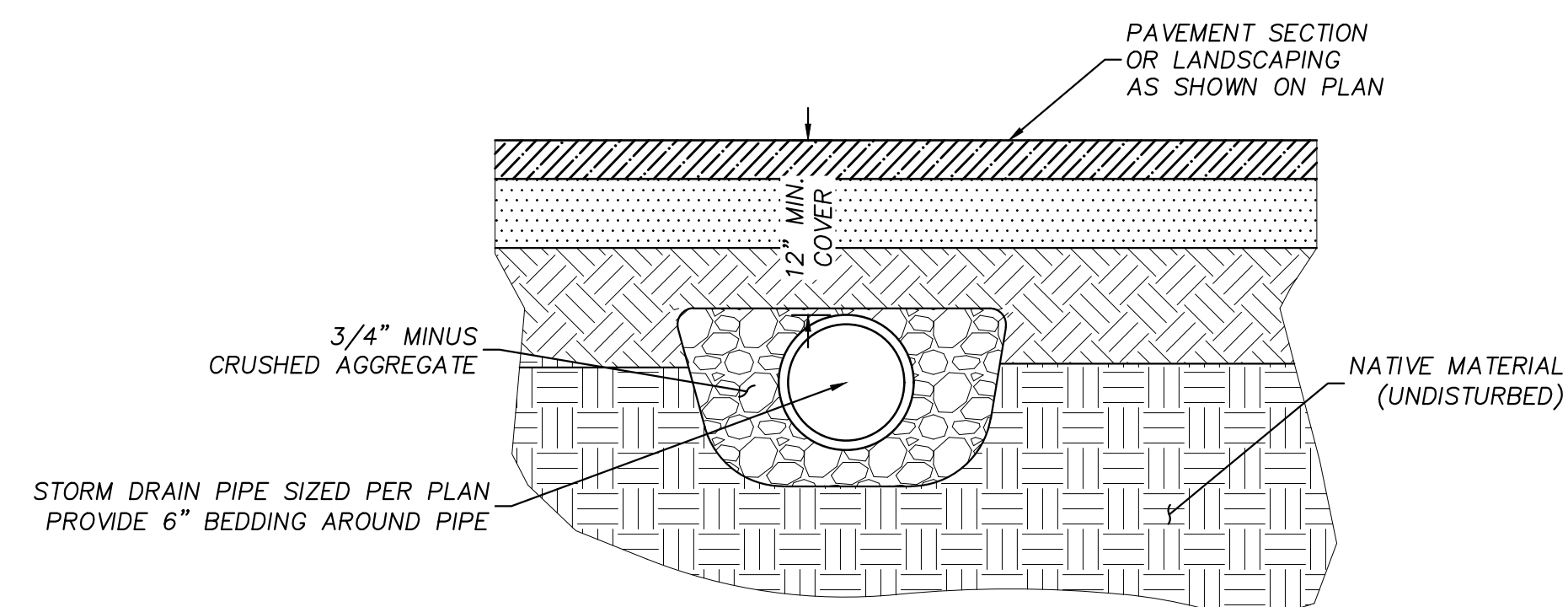
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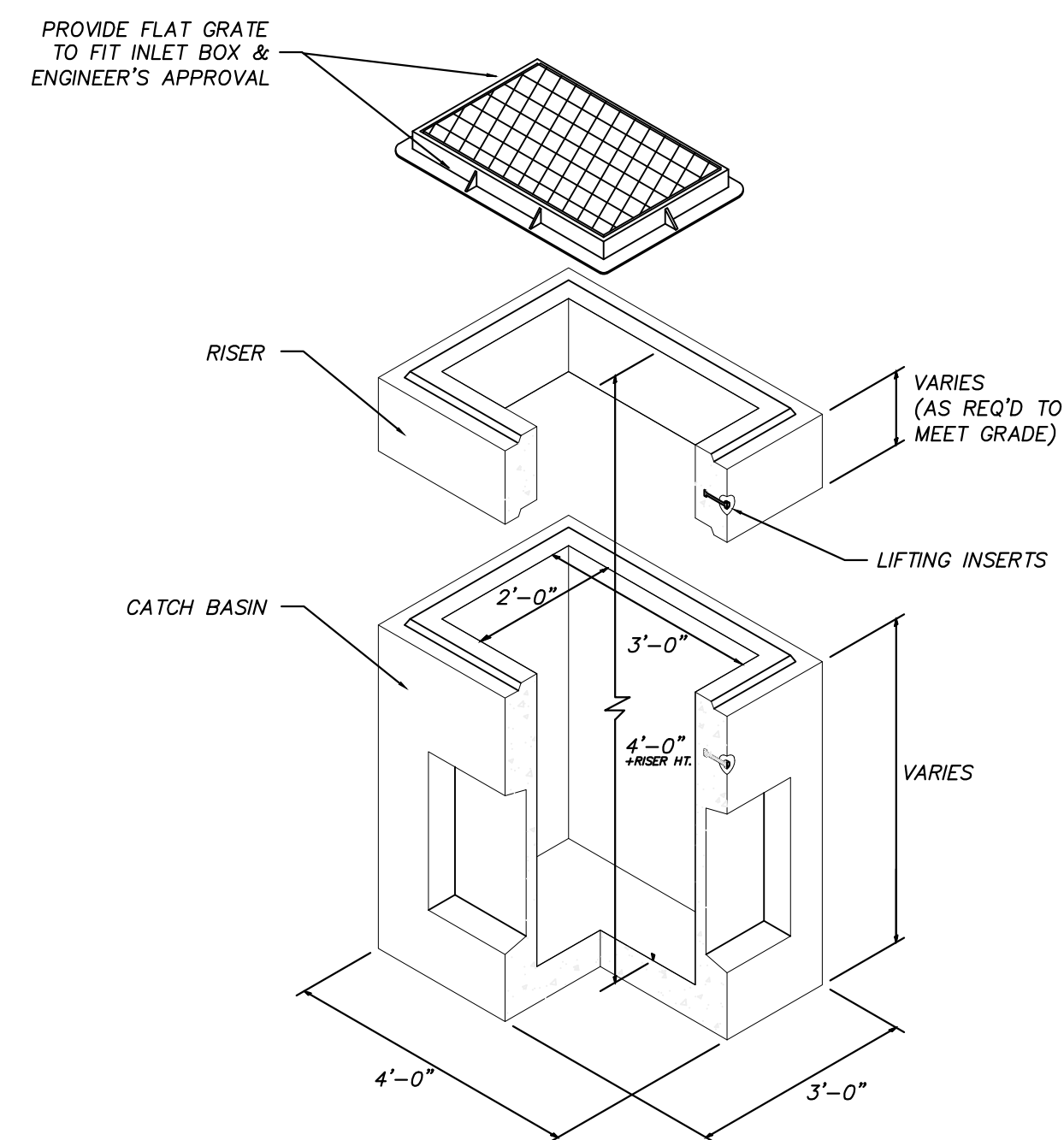
CMU WALL SECTION



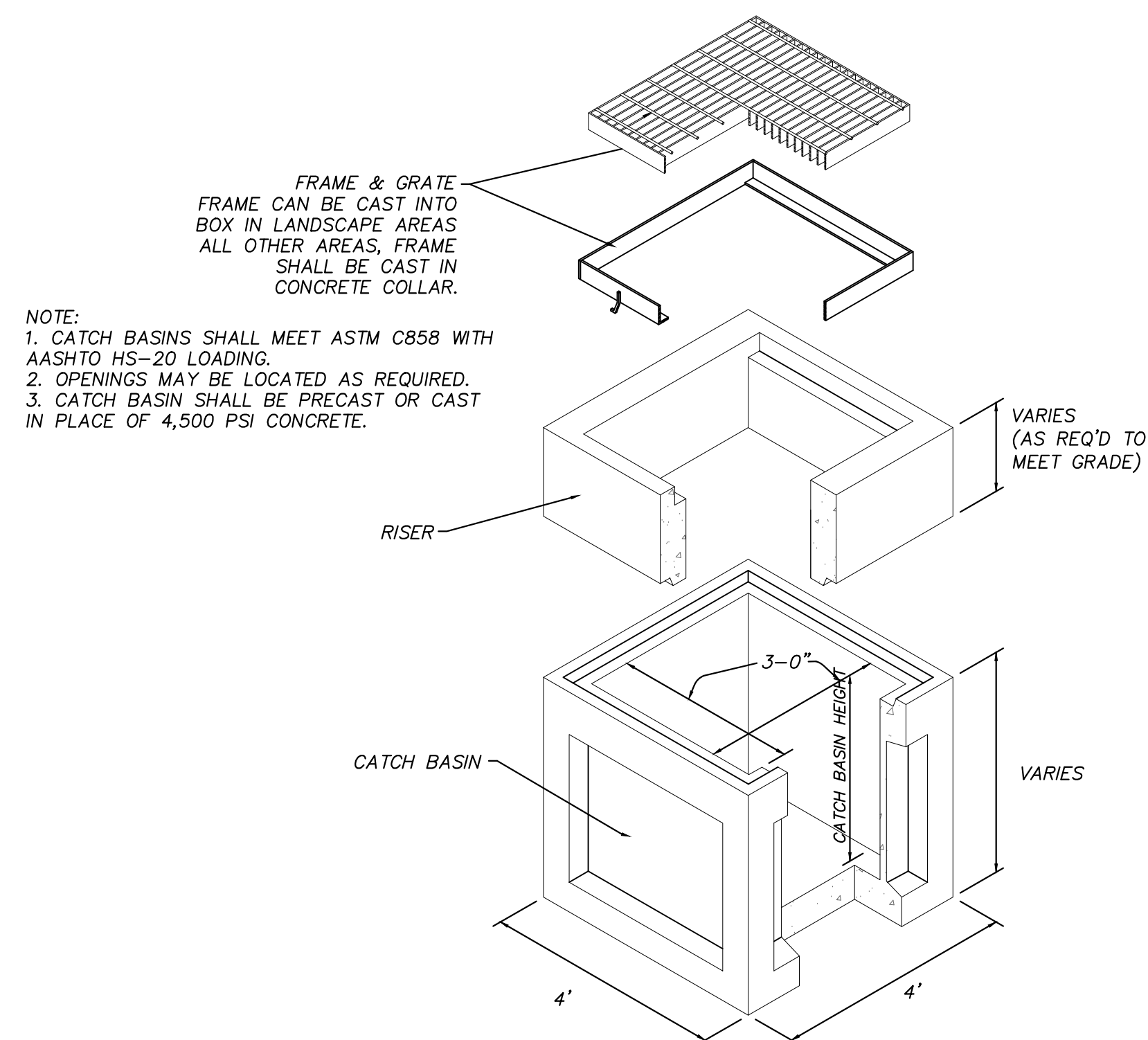
12 ADA ACCESS RAMP DETAIL
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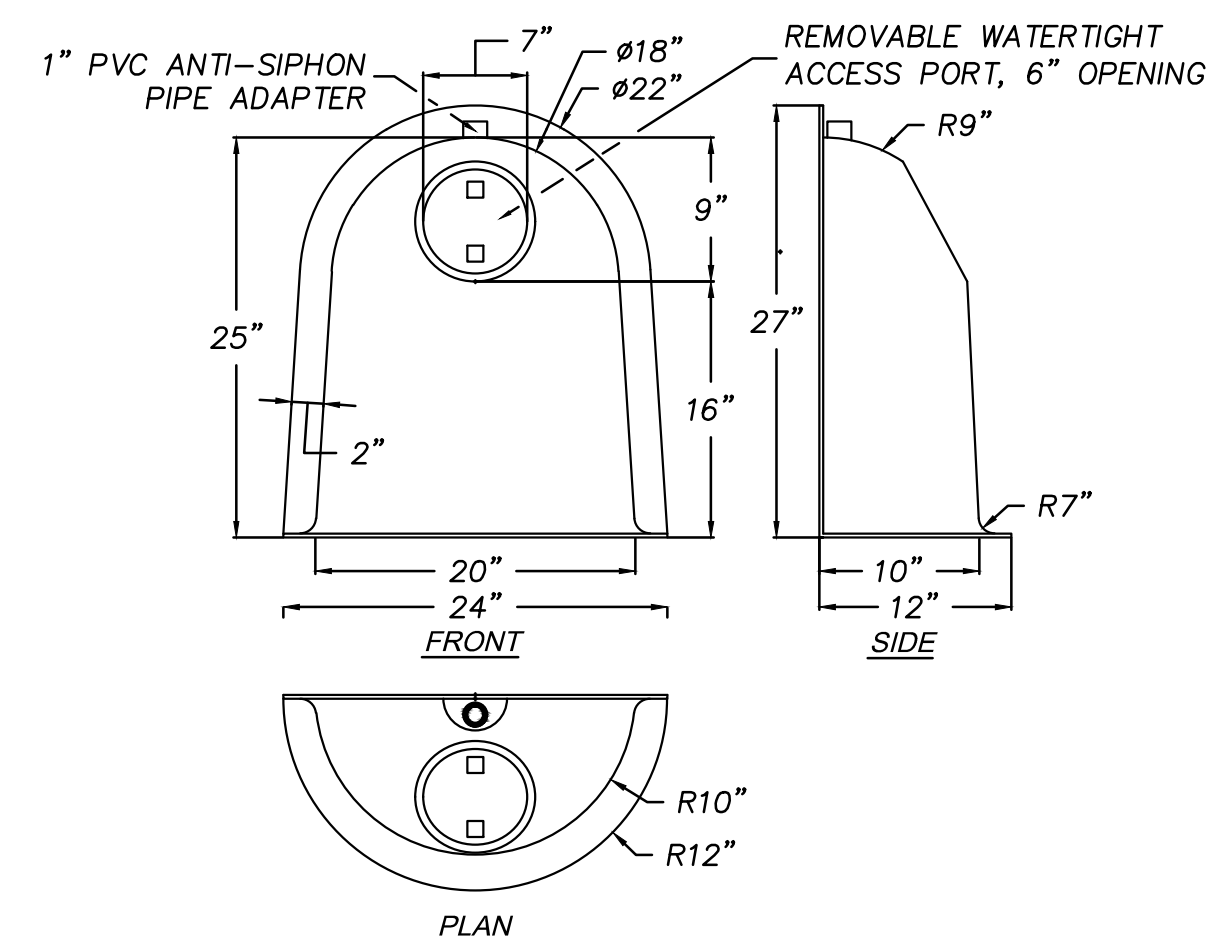
15 STORM DRAIN PIPE SECTION
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16 2'X3' STORM DRAIN INLET BOX
SCALE: NTS



17 3'X3' STORM DRAIN INLET BOX
SCALE: NTS



18 BMP 18-F STORM DRAIN SNOUT
SCALE: NTS

