Contract # 069176

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah: **Department of Transportation,** Agency Code: 810, Division: Traffic & Safety, referred to as (STATE), and the following CONTRACTOR:

Spindler Construction
Name

901 S hwy 89-91
Address

Logan City | **UT** State | **84321** Zip

LEGAL STATUS OF CONTRACTOR
[ ] Sole Proprietor
[ ] Non-Profit Corporation
[x] For-Profit Corporation
[ ] Partnership
[ ] Government Agency

Contact Person **Justin Paskett** Phone # **(435) 753-0722** Email: **Justin@spindlercorp.com**
Federal Tax ID **#H03525** Vendor **#03429H** Commodity Code: 91051000000

2. **GENERAL PURPOSE OF CONTRACT**: The general purpose of this contract is to provide: **Requirements contract to provide Concrete Flatwork and Drainage Construction, Replacement and/or Repair Work.**

3. **PROCUREMENT**: This contract is entered into as a result of the procurement process on RX#, **810-66-065**, FY **06** Bid# PM6055.

4. **CONTRACT PERIOD**: Effective date 01 June 2006. Termination date 31 May 2007, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal Options: Three (3) One-Year Renewal Options.

5. **CONTRACT COSTS: See Pricing Page on Attachment C.** Requirements Contract PM

6. **ATTACHMENT A**: Division of Purchasing Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Pricing
ATTACHMENT D: Special Terms & Conditions

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED**:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #**PM6055**, dated April 24, **2006.**

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

CONTRACTOR

06/02/06
Contractor's signature Date

Gary R. Stevens, Vice Pres.
Type or Print Name and Title

STATE

23 MAY 06
Kelvin Thacker, Procurement Manager Date

JUN 19 2006
Director, Division of Purchasing Date

CONTRACT RECEIVED AND PROCESSED BY DIVISION OF FINANCE
JUN 23 2006
Director, Division of Finance Date

Tracie Montano	**(801) 964-4534**	**(801) 965-4073**	**tmontano@utah.gov.**
Agency Contact Person	Telephone Number	Fax Number	Email Address

(Revision 08/26/2003)

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.

2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.

4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.

6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.

7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.

11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.

19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).

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

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

22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.

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

24. **PROCUREMENT ETHICS**: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: July 5, 2005)

ATTACHMENT B
SCOPE OF WORK
CONCERETE FLATWORK AND DRAINAGE CONSTRUCTION, REPLACEMENT, AND/OR REPAIR WORK

1.0 General. This is a Requirement Contract for concrete flatwork and drainage construction, replacement, and/or repair work. This contract award is for one (1) year with three (3) one year renewal options. This Requirement Contract will cover the following Utah Department of Transportation Regions and Districts:

Region One (Davis, Weber, Morgan, Box Elder, Cache and Rich counties)
Region Two (Salt Lake, Summit and Tooele counties)
Region Three (Juab, Utah, Wasatch, Duchesne, Uintah and Daggett counties)
Cedar District (Millard, Beaver, Iron, and Washington counties)
Price District (Carbon, Emery, Grand, and San Juan counties)
Richfield District (Sanpete, Sevier, Wayne, Piute, Garfield, and Kane counties)

2.0 Qualifications and Work Standards. The Contractor shall provide all properly qualified, certified and/or licensed personnel materials and equipment necessary to complete the work. All work performed shall be completed in accordance with state laws, standards and regulations of all governing authorities and in accordance with UDOT Standard Specifications and Standard Drawings.

3.0 Coordination of Work. All work shall be coordinated through and directed by the State Representative. Each project may have a different State Representative.

3.1 The size of the work crew shall be coordinated with the State Representative. Per Diem will be paid only at the current State Per Diem rate when authorized by the State Representative.

3.2 The Contractor shall commence work at the direction of the State Representative, within thirty (30) days of notice to proceed.

3.3 If the Completion Date of required work, or the State Representative requires the Contractor to begin work prior to the 30 day notice to proceed, the State Representative and the Contractor will work to negotiate an increase to the mobilization pay item. If both parties a Secondary Contractor cannot reach a satisfactory unit price may be used to complete the work.

4.0 Contractor Tasks and Technical Requirements.

4.1 Conduct all work in a safe and efficient manner.

4.2 Utility work in accordance with UDOT Standard Specifications.

4.4 Unless directed otherwise by the State Representative or drawings and specifications, all new storm drainage patterns and flow-lines shall match existing storm drainage patterns and flow-lines. In the event curb and gutter is constructed in a place where no curb and gutter existed prior, drainage for the new curb and gutter shall drain into existing drainage paths and facilities. Slopes of existing gutter flow-lines will be measured and documented prior to construction by the State Representative. If new flow-lines and drainage patterns do not match measured flow-lines and drainage patterns, the Contractor will remove and replace the deficient drainage section, at his own expense, with a new section that meets the State Representatives flow-lines and patterns.

4.5 Unless otherwise directed by the State Representative, all new work shall meet or exceed the requirements noted in the drawings and specifications. If the work does not meet the requirements shown in the corresponding drawings and specifications the Contractor, at his own expense, will remove and replace the deficient work with a new section that meets requirements noted in the corresponding plans and specifications.

4.6 If the Contractor can modify and existing disabled pedestrian access to meet current American Disabilities Act (ADA) requirements, maintain existing drainage patterns and the State Representative agrees that the modified ramp is similar in value to a new ramp, the Contractor shall be compensated the sum of the pay items required to remove the old ramp and construct a new ramp.

5.0 UDOT will Provide.

5.1 State Representative.

5.2 Project Specific Packet. See Item 13 Attachment D.

5.3 The State Representative will be responsible to inspect and approve all completed work before an invoice will be processed.

ATTACHMENT C: ITEMIZED PRICE LIST

The following work will comply with attached drawings and specifications and current Utah Department of Transportation Standard Specifications and Standard Drawings. If Standard Drawings and Specifications conflict with attached drawings and specifications attached drawings and specifications shall take precedence. The following is in-place pricing for the following work:

Specification Number	Pay Items	Unit of Measure	Unit Cost (To include labor, materials and equipment
01285S	Mobilization 50-100 Miles	Mile	$ 120.00
01285S	Mobilization 100-200 Miles	Mile	$ 85.00
01285S	Mobilization 200-400 Miles	Mile	$ 85.00
02741	HMA – ½ inch	Ton	$ 325.00
02771	Detectible Warning Surface(Polymer Composite Panel Installation)	Sq Ft	$ 72.00
02771	Detectible Warning Surface(Precast Concrete Panel Installation)	Sq Ft	$ 68.00
02912	Contractor Furnished Top Soil	Ton	$ 36.00
02922	Turf Sod	Sq Ft	$ 3.30
02316	Roadway Excavation (Plan Quantity)	Cu Yd	$ 14.55
02721	Untreated Base Course ¾" or 1" Max	Ton	$ 42.00
02056	Borrow	Ton	$ 38.00
02056	Granular Borrow	Ton	$ 38.00
02776	Concrete Flat Work 4" Thick	Sq Ft	$ 9.10
02776	Concrete Flat Work 6" Thick	Sq Ft	$ 10.20
02776	Concrete Flat Work 7" Thick	Sq Ft	$ 14.80
02771	Concrete Curb & Gutter Type B1	Ft	$ 32.28
02771	Concrete Curb & Gutter Type M2	Ft	$ 32.28
02771	Concrete Curb & Gutter Type B5	Ft	$ 32.28
02771	Pedestrian Access Ramp	Sq Ft	$ 10.50
03310	Structural Concrete	Cu Yd	$1420.00
03211	Reinforcing Steel	Lb	$ 1.80

Specification Number	Pay Items	Unit of Measure	Unit Cost (To include labor, materials, equipment)
02635	Rectangular Grate & Frame (Bicycle Safe Grating) STD DWG GF3	Each	$1450.00
02221	Remove Concrete Driveway	Sq Ft	$ 12.60
02635	Solid Cover Grate & Frame	Each	$1320.00
02221	Remove Concrete Curb & Gutter	Lin Ft	$ 38.00
02610	18" Pipe Culvert Class C (Up to 50' Run)	Lin Ft	$ 47.00
02221	Remove Concrete Sidewalk	Sq Ft	$ 10.60
02776	Concrete Sidewalk	Sq Ft	$ 9.00

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

1. **SPECIAL CIRCUMSTANCES & ADDITIONAL PAY ITEMS**: For special circumstances and/or additional work not covered by pay items in the Itemized Price List, the State Representative shall look to negotiate, prepare and process a Contract Change Order as defined in the UDOT Standard Specifications and the UDOT Construction Manual of Instruction. If the Contractor and State Representative are unable to process a Change Order, a secondary Contractor may be used to complete the work of the Change Order. In the change order process the State Representative's and Contractor's signatures are the only signatures required to finalize the change order.

2. **CONTRACT ACCEPTANCE**: At the time the bid is signed by the Offeror, the signature of the Offeror will be used as a legally binding signature if awarded this contract. When signed by the Division of Purchasing and a Utah Department of Transportation representative and assigned a contract number, this document will become a legally binding contract with the Offeror for the contract period specified.

3. **QUANTITY OR AMOUNT ESTIMATES**: The State does not guarantee to purchase any service/amount under this contract. Estimated contract amounts/quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any service/amount.

4. **PRICING**: The Contractor agrees that the prices bid on materials/services in this contract shall be guaranteed for a period of one (1) year.

   ANY CHANGE REQUEST ON PRICES MUST GUARENTEE THE PRICE FOR THE SAME LENGTH OF TIME AS INDICATED ABOVE AND MUST BE MADE AT LEAST THIRTY (30) DAYS PRIOR TO THE REQUESTED EFFECTIVE DATE. ANY REQUEST FOR CHANGE ON PRICES OR SPECIFICATIONS MUST INCLUDE SUFFICIENT DOCUMENTATION SUPPORTING THE REQUEST. REQUESTS FOR CHANGE ON PRICES OR SPECIFICATIONS SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE PROCUREMENT SUPERVISOR OR THE PROCUREMENT MANAGER OF THE UTAH DEPARTMENT OF TRANSPORTATION.

5. **WAGES**: The Contractor shall be responsible for all applicable company wages in accordance with state and federal law.

6. **BASIS OF PAYMENT**: The number of units for bid item of service will be paid for at the unit price bid, which price and payment shall be full compensation for all labor, tools, equipment, mobilization, mileage and incidentals, providing and maintaining the various items of equipment, furnishing competent operators, and furnishing gas, oil and all incidentals necessary to keep the equipment operating satisfactorily for the work.

7. **INVOICING: THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDANCE RELATING TO EACH ORDER AND DELIVERY.**

8. **INSURANCE**: The Contractor shall maintain, during the life of this contract, complete Owner's Protective Liability Insurance in the following amounts:

   Bodily Injury - $1,000,000 per Person / $1,000,000 per Occurrence

   Property Damage - $500,000 per Occurrence / $500,000 Aggregate

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

9. **NON-ASSIGNMENT**: The Contractor shall not sublet, assign or transfer and part of this contract without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.

10. **NON-COMPETE CLAUSE**: The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present or past employment including, but not limited to an agreement not to compete for as a period of time unless disclosure has been made. Contractor must disclose to the State any possible conflicts, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State.

11. **CONSTRUCTION STANDARDS AND SPECIFICATIONS:** All pay items in Attachment C will be constructed in accordance with current UDOT Standard Drawings, Specifications and attached drawings and specifications. Additional pay items not identified in Attachment C will be negotiated with the Contractor as noted in item 2 of this attachment.

12. **TRAFFIC CONTROL:** Traffic Control will be provided through the State Representative by a Traffic Control Contractor. The Contractor will schedule and coordinate with the Traffic Control Contractor, but is not required to contract with or pay the Traffic Control Contractor. The Traffic Control will be paid for by the State through a separate contract. Incidental traffic control may be provided by the Contractor through a Contract Change Order. All other traffic control will be provided by the Traffic Control Contractor.

13. **PROJECT SPECIFIC WORK:** As stated in Item 4 of this attachment, QUANTITY OR AMOUNT ESTIMATES, the State does not guarantee to purchase any service/amount under this contract. Estimated contract amounts/quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any service/amount.

    After a Contractor has been retained through Procurement, project specific work, as it becomes available, will be awarded to the Contractor at the rates identified in Attachment C. The Contractor will be given a Project Specific Packet that will include the following:

    A. Location map of required work.

    B. Completion date of required work.

    C. Contact information of State Representative.

    D. If needed, project specific drawings and specifications to replace or supplement UDOT Standard Drawings and Specifications.

    E. If needed, additional project specific pay items, drawings, and specifications.

    As determined by the State Representative, additional or modified pay items may require a Change Order as noted in Item 1 of this Attachment.

    If the Contractor is unable to meet all the requirements outlined in the Project Specific Packet a Secondary Contractor may be used to complete the packet.

SECTION 01285S

MOBILIZATION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Preparatory work and operations necessary for moving personnel, equipment, supplies, and incidentals to the project site before beginning work.

1.2 PAYMENT PROCEDURES

A. For bidding purposes mileage will be measured once from the main office of the Contractor to the center of the project by the State Representative. This measurement will establish the unit price for mobilization.

B. In the event the Mobilization unit price appears inadequate, the Contractor may increase his unit price for mobilization through a change order prior to the award of the contract. If a change order cannot be agreed upon, the State Representative may award the contract to the next available Contractor.

C. If the Contractor has multiple offices, mobilization will be measures from the office designated

PART 2 PRODUCTS Not used

PART 3 EXECUTION Not used

END OF SECTION