..ATE OF UTAH CONTRACT

CONTRACT NUMBER: C23169

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Dept. of Transportation	810	Maintenance
Agency Name	Agency Code	Division

referred to as STATE and the following:

CONTRACTOR: DeVern Mecham
Name

245 South 300 West
Address

Monroe	Utah	84754-3597
City	State	Zip Code

DeVern Mecham	(435) 527-3597
Contact Person	Phone Number

528504804	93892A	91039000000
Federal ID#	Vendor Number	Commodity Code(s)

LEGAL STATUS OF CONTRACTOR

- X Sole Proprietor
- ___ Non-Profit Corporation
- ___ For-Profit Corporation
- ___ Partnership
- ___ Government Agency

2. CONTRACT TYPE AND PURPOSE:

Firm Fixed Price contract to perform Janitorial and Lawn Care Services at the Hoover's Rest Area

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid # RM2144
Requisition # 810 26000000194 ,FY 2002 .

4. CONTRACT PERIOD: Effective date: April 4, 2002. Termination date: Nov. 1, 2006 , unless terminated early or extended in accordance with the terms of this contract.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of: $54,000.00 for costs authorized by this contract.

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.
ATTACHMENT B: Scope of Work.
ATTACHMENT C: Pricing
ATTACHMENT D: Special Terms and 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 responses to Bid # RM2144 dated March 5, 2002 .

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

CONTRACTOR

Devern Mecham
Contractor's Signature

MECHAM Janitorial
Contractor's Name

Owner
Title

STATE OF UTAH

David K. Miller
Agency Signature

MAY 1 8 2002
Division of Purchasing

CONTRACT RECEIVED AND PROCESSED BY DIVISION OF FINANCE
MAY 2 0 2002
Division of Finance

Paul Rottmann	801-965-4078	801-965-4073
Agency Contact Person	Telephone Number	Fax Number

ENT'D FEB 2 5 2005

JUN 1 7 2005

Revision date: 11/1/2000

ATTACHMENT A: 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 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.

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. **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.

14. **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 judgement 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.

ATTACHMENT B: SCOPE OF WORK

JANITORIAL and LAWN CARE SERVICES AT the UTAH DEPARTMENT of TRANSPORTATION HOOVER'S REST AREA

PURPOSE - Establish a five (5) year contract for janitorial and lawn care services at the HOOVER'S REST AREA as described in this Scope of Work. Pricing shall be firm for two years. The State Representative is Ross Christensen (435) 896-1300.

1.0 REQUIREMENTS

This schedule itemizes, by frequency, the tasks expected in the regular cleaning and lawn care of the facilities, and is the **minimum acceptable performance**. Changes in the frequency, or days, of performance shall be made by mutual agreement and in writing with the State Representative and shall not be effective until they have been signed by all parties. **Services shall be performed from seven (7) days before Easter through October 31st each year.**

1.1 **Daily Janitorial Duties - shall be accomplished Seven (7) days per week, including holidays. Duties shall be performed twice daily. Once starting before 8:00 A.M. and a second service starting after 3:00 P.M., but not later than 5:00 P.M. Each service shall last for a minimum of two (2) hours.**

1.1.1 Clean around vending machines as needed to keep the area.
1.1.2 Empty all trash containers, return barrels to designated locations and change liners as needed.
1.1.3 Dispose of trash at an approved county dumpster.
1.1.4 Keep area around trash barrels clean, orderly and litter free.
1.1.5 Remove litter (including cigarette butts and animal waste) from lawn areas, planter areas, parking lots, sidewalks, and shrubbery.
1.1.6 Clean and polish drinking fountains.
1.1.7 Clean rest room mirrors, around light switches.
1.1.8 Clean and sanitize rest room fixtures, floors (including mop boards), walls, partitions and entrance doors.
1.1.9 Fill all dispensers (ie. soap, toilet paper, deodorizer)
1.1.10 Wash clean all Picnic Area tables, walls, floors and cook stands.
1.1.11 Pick up all litter around picnic area(s) of trash - cigarette butts, etc..
1.1.12 Clean interiors of windows and window sills to be free from dust, dirt, streaks and smears.
1.1.13 Sweep outside pedestrian walks broom clean.
1.1.14 Clean all janitorial equipment.
1.1.15 Promptly Report any broken or damaged equipment or appurtenances, unusual conditions or vandalism to the station supervisor that is in charge of the rest area.
1.1.16 When snow is present, remove snow from sidewalks and apply State provided calcium chloride ice melt (the use of sodium chloride shall not be permitted).
1.1.17 Replace burned out light bulbs.

1.2 **Weekly Janitorial Duties**

1.2.1 Scour clean all trash containers.
1.2.2 Wash and scrub clean all walkways with hose and scrub brush.
1.2.3 Clean exteriors of windows to be free from dirt, smears and streaks.
1.2.4 Touch ups to interior and exterior paint.
1.2.5 Clean all light fixtures in bathrooms and around facility. ie. overhead light fixtures and entrance lights to the bathrooms.
1.2.6 Buff and clean floors. (If this is done weekly and the stripping and wax done monthly, the floors should hold a clean appearance.

1.2.7 The Contractor shall straighten and clean all signs and delineator posts located in the rest area as needed, and report any signs and delineators that need to be replaced to station supervisor.

NOTE: All janitorial closets shall be kept clean, orderly and free of hazards. All Chemicals shall be labeled and stored properly.

1.3 Monthly Janitorial Duties

1.3.1 Clean window screens, if windows are equipped with screens. The cleaning method may be either by spraying with water or blown out with air.

1.3.2 All floors shall be stripped and waxed using good quality floor wax. Stripping shall provide a complete strip, and waxing shall provide an even seal with no wax buildup. The specific floor stripping procedures shall be the responsibility of the contractor subject to the approval of the State Representative.

NOTE: When there are problems in cleaning certain areas such as tiles, heavily used public areas, etc., confer with the State Representative for possible solutions. Changes in cleaning products, equipment, or timing may be needed.

1.4 Mowing and trimming of lawns

1.4.1 All lawn areas shall be mowed and trimmed to a height of 2 ½ inches weekly from May 1st through September 30th. Frequency before May 1st and after September 30th shall be coordinated with the State Representative, but shall not be grounds for additional charges.

1.4.2 All grass clippings shall be bagged and properly disposed of immediately, unless an approved mulching mower is used.

1.4.3 All clippings shall be removed from all sidewalks, roadways, curbs and gutters.

1.4.4 Trimming shall occur along all walkways, curbs, garden or flower bed areas, tree wells, fences, edges of buildings and other areas that require trimming. Lawn edges shall be trimmed vertically and shall be neat, straight and uniform in appearance.

1.4.5 With each mowing, the Contractor shall pick up and properly dispose of, litter and loose vegetation (like tumble weeds) from the property and along fence lines.

1.5 Weeding, Cultivating and Fertilizing

1.5.1 Weeding and cultivating shall occur every two (2) weeks. Weeding shall be complete within 48 hours of the start time.

1.5.2 All areas including tree wells and planters shall be kept in a relatively weed free condition.

1.5.3 Cultivating is defined as breaking the soil by raking or scuffle hoe to a depth of one (1) inch. The cultivated soil shall be left in a pleasing appearance.

1.5.4 Weeds shall be mechanically removed from all areas of the property. If spraying with herbicides is required and/or more efficient as determined by the State Representative the herbicides will be provided and applied by the State.

1.5.5 Lawns, trees and areas of bedding plants shall be fertilized three (3) times per year. Applications shall be one (1) in the early to mid spring, one(1) in the early summer and one (1) during the fall.

1.5.6 Fertilizer shall be furnished and approved by the State Representative prior to use.

1.6 **Irrigation System Maintenance**

1.6.1 Repair or replace all malfunctioning heads and valves.
1.6.2 Repair any leaks or broken pipe.
1.6.3 Adjust sprinkler heads to provide 100% coverage while minimizing over spray onto adjacent buildings, walks and roadways.
1.6.4 Program the automatic controller at the beginning of each month to conform to the requests of the State Representative.
1.6.5 Assist the State workers with the start up of the irrigation system as requested by the State Representative.

2.0 SUPPLIES AND EQUIPMENT

2.1 All supplies and equipment such as commercial grade cleaners and chemicals, commercial grade equipment which shall remain in the building for the length of the contract, paper and cloth towels, hand soap, toilet paper, plastic deodorant blocks, and trash can liners, shall be supplied by the State and installed or used by the Contractor unless otherwise stipulated. The Contractor should leave a note, as directed by the State Representative, when supplies are running low, and in adequate time to replenish them before they run out.

2.2 The State shall keep equipment in good repair.

2.3 The Contractor shall notify the State about equipment which is in such state of repair as to potentially damage either the structure, personnel or anything therein i.e., defective or missing bumper guards, cords, housing covers, etc. Such equipment shall not be used. The Contractor shall keep janitorial closets clean, orderly and free of hazards. The Contractor shall ensure that all chemicals are labeled and stored properly.

3.0 CONTRACTOR PERFORMANCE

3.1 Contractor liability for damage - The Contractor shall repair or replace anything damaged by their operation at no expense to the State. If there is any damage (i.e. Sheetrock corners, baseboards, and any other painted surface) the Contractor will have one week after written notice to repair and paint to match existing surface. If repairs are not made within one week of notice, the State will repair at own expense and deduct the cost from the next payment. All work shall be performed in a professional manner and be of first class quality.

3.2 Damp Wiping and/or Wipe Clean - shall be done in way that leaves a surface free from dirt, smears and streaks.

3.3 Work Force - The Contractor shall provide sufficient workers, who comply with State Labor Laws, to provide the cleaning services specified.

3.4 Authority to do work - Individuals performing the services for the Contractor must be given complete authority to work with the State Representative in the performance and rating of the services outlined in the contract. The State shall not accept responsibility for communication between the Contractor and the Contractor's employees.

3.5 Inspection Reports - The Contractor shall work closely with the designated State Representative who shall inspect all specified buildings on a monthly basis. Upon completion of inspections, the State Representative will meet with the Contractor to review inspection rating forms. A copy of the inspection rating form has been attached to this contract. Each category on the inspection rating form must rate at least fair for overall performance to be judged acceptable.

4.0 SECURITY

The Contractor shall secure doors to areas not authorized for public use. Missing or non-operational lighting, unusual conditions, or vandalism shall be reported to the State Representative.

5.0 EXTRA WORK

Other services may be requested as necessary. The cost of these services shall be negotiated between the Contractor and the State Representative and billed separately from this contract. The base rate of this contract shall be minimum wage.

6.0 CONDUCT THAT SHALL NOT BE TOLERATED, and MAY BE CAUSE for IMMEDIATE TERMINATION OF THE CONTRACT.

6.1 Theft, abuse or misuse of supplies or equipment at any location in the building.

6.2 Verbal, physical or sexual abuse / harassment of any person - contractor personnel, State employee, or visitor.

6.3 Use of, or displaying the effect of the use of alcohol or drugs at the work site.

6.4 Failure to follow specific security instructions.

6.5 Deliberate or habitual failure to follow safety instructions.

6.6 Allowing to be brought or the bringing of children, or other persons who are not legally employed by the Contractor to the facility.

6.7 Smoking within 25 feet of buildings or occupied picnic areas.

6.8 Use of radio, telephone or other electronic devices that could in any way disrupt or hinder the work of the user or others at the work site.

7.0 PROVIDING INFORMATION TO THE STATE

7.1 Prior to beginning work the Contractor shall provide to the State Representative a schedule describing how the work will be accomplished and details of specific tasks. The schedule must be updated as it changes.

7.2 After contract award and notice to proceed and prior to beginning the work, the Contractor shall provide the State Representative with a list of names and telephone numbers of individuals who will be supervising the services herein described. Temporary substitutions due to illness or emergency can be made without prior approval. The Contractor must immediately notify the State Representative of any changes to personnel and provide a new list of names and telephone numbers of those supervising the work.

8.0 SAFETY

8.1 The Contractor shall make every effort to protect and keep safe anyone in or around the Rest Area while work is being done.

8.2 The Contractor shall use safety barriers, signs, etc., when doing floor and overhead work to properly block off unsafe areas and warn and protect from hazard all passersby. Safety barriers and signs shall be approved by the State prior to use.

8.3 The Contractor shall provide all safety apparatus necessary to protect his personnel so they may operate equipment safely.

8.4 The Contractor is responsible for the safe operation and use of all equipment and supplies, and shall properly train all employees in the safe operation of all equipment and chemicals before allowing them to use them.

9.0 INSPECTION

9.1 The Contractor shall work closely with the designated State Representative, who shall inspect the facilities monthly for acceptable work and compliance with the terms of this contract.

9.2 A written record of discrepancies shall be kept by the State Representative. The Contractor shall receive a copy of such written record within five (5) days after inspection.

9.3 The contract may be terminated following written notices of unacceptable inspections.

ATTACHMENT C: PRICING

JANITORIAL and LAWN CARE SERVICES AT the UTAH DEPARTMENT OF TRANSPORTATION
HOOVER'S REST AREA

The annual price(s) listed cover all expenses incurred in performing the work of this contract.

Hoover's Rest Area	Year 2002.....	$10,800.00	Prorated from start date for 2002.
	Year 2003.....	$10,800.00	
	Year 2004.....	$10,800.00	
	Year 2005.....	$10,800.00	
	Year 2006.....	$10,800.00	
	TOTAL	$54,000.00	

ATTACHMENT D: SPECIAL TERMS and CONDIITONS
JANITORIAL and LAWN CARE SERVICES AT the UTAH DEPARTMENT OF TRANSPORTATION HOOVER'S REST AREA

1. **NON-PERFORMANCE**

If at any time, the Contractor fails to demonstrate the required expertise (as represented in the Contractor's bid) or fails to meet acceptable standards of performance, The State reserves the right to require the Contractor to correct the issue. If the Contractor fails to accomplish the required objectives, this contract may be canceled immediately. If the State elects to terminate this contract for non-performance, the State will supercede paragraph #12 in attachment A - Standard Terms and Conditions, and will not provide a 90 day notice to the Contractor.

2. **WAGES**

The Contractor shall be responsible for all applicable company wages in accordance with the federal, state, and local laws and ordinances.

3. **INVOICING**

THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE.
The Contractor may bill for a maximum of one (1) month services each month.

The Contractor shall submit invoices to:
Utah Department of Transportation
Richfield District, Attn: Les Henrie
708 South 100 West
Richfield, Utah 84701

The State reserves the right to adjust incorrect invoices.
The State will remit payment by mail.

4. **NON-ASSIGNMENT**

The Contractor shall not sublet, assign or transfer any part of the 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.

5. **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 employment including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. A Contractor must disclose to the State any possible conflict, 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. If the State elects to terminate a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide 90 day prior notice to the Contractor.

6. **PERFORMANCE BOND**

The State requires a performance bond in the amount of ten percent (10%) of the total annual amount of the contract. A cashier's check may be substituted for the bond. The cashier's check will be cashed and funds held until the contract expires.

ATTACHMENT D: SPECIAL TERMS and CONDIITONS
JANITORIAL and LAWN CARE SERVICES AT the UTAH DEPARTMENT OF TRANSPORTATION HOOVER'S REST AREA

7. **CONTRACTOR NOT AN AGENT**

CONTRACTOR, including its agents and employees, is an independent CONTRACTOR and not an agent or employee of the STATE. CONTRACTOR is NOT authorized to represent STATE, and STATE expressly disclaims any liability resulting from such misrepresentation.

8. **EMPLOYEE AUTHORITY**

Individuals performing services for the Contractor shall have authority to coordinate the work of this contract with the State. The State does not accept any responsibility for coordination and/or communication between the Contractor and the Contractor's employees.

9. **LABOR AND SAFETY COMPLIANCE**

The Contractor is responsible for complying with Federal, State and local laws, Rules and Regulations.

10. **LIQUIDATED DAMAGES**

It is understood and agreed by the Contractor that the delivery of the services specified in the bid document is essential. In the event these specified services are not delivered as specified they will be deducted, not as a penalty but as liquidated damages, the sum of $100.00 per day per Rest Area, for each and every calendar day that services are not delivered; except that if the delivery be delayed by any act, negligence of default on the part of the STATE, public enemy, war, embargo, fire or explosion not caused by the negligence or intentional act of the Contractor or their supplier(s), or by riot, sabotage or labor trouble that results from cause or causes entirely beyond the control or fault of the contractor or their supplier(s), a reasonable period of time may be granted to rectify the non-delivery.

11. **FORCE MAJEURE**

Neither party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such party cannot perform due to matters beyond their control, including, but not limited to, strike, fire, flood, or other natural disaster, facility failure, war, embargo, or riot provided that the party so delayed immediately notifies the other party of such delay. If Contractor's performance is delayed for these reasons for a cumulative period of five (5) days or more, The State may terminate or temporarily suspend this Agreement by giving the Contractor written notice, which termination or suspension shall become effective upon receipt of such notice. If the State terminates or suspends, its sole liability under this Agreement will be to pay any balance due for conforming goods and/or services (1) delivered by the Contractor before receipt of the State's termination or suspension notice.

12. **FUNDING**

If the Utah Department of Transportation loses its funding appropriation for the services of this contract, this Contract may be canceled immediately upon written notification to the Contractor.