

Date of Issuance:	Effective Date:
Owner: Weber County	Owner's Contract No.: 22-018
Contractor: Granite Construction Company	Contractor's Project No.:
Engineer: Ashley Thoman	Engineer's Project No.:
Project: <u>North Ogden Divide Overlay Project</u>	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: **No cost** change order to make minor changes to the Contract Documents to clarify the scope of work, update the contract documents, and modify the Supplementary Conditions.

Attachments: Explanation of changes, Contract documents contents, Supplementary Conditions sections 5.03 and 5.06, and Section 7.05D and 10

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 1,404,855.50</u>	Original Contract Times: Substantial Completion: <u>30 days</u> Ready for Final Payment: <u>60 days</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: <u>\$ N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>No change</u> Ready for Final Payment: <u>No change</u> days
Contract Price prior to this Change Order: <u>\$ 1,404,855.50</u>	Contract Times prior to this Change Order: Substantial Completion: <u>No change</u> Ready for Final Payment: <u>No change</u> days or dates
[Increase] [Decrease] of this Change Order: <u>\$ No change in cost</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>No change</u> Ready for Final Payment: <u>No change</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 1,404,855.50</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>30 days</u> Ready for Final Payment: <u>60 days</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>AT</u>	By: _____	By: <u>Carlisle Norman</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: <u>Project Engineer</u>
Date: <u>5-4-2022</u>	Date: _____	Date: <u>5-5-2022</u>

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

## Explanation of changes to the original contract documents for the North Ogden Divide Overlay project

The *Addendum #1, Invitation to Bid* and *Summary of Work* documents were added to help outline the scope of work. I also added an *Explanation of Bid Total* document to explain why the total that came out of SciQuest does not match the contract total.

Article 9 of the Agreement outlines the Contract Documents. The Supplementary Conditions are now only 4 pages not 7 due to the changes outlined below. The wording for Specifications now states that the specifications are "not attached but incorporated by reference". And the Drawings actually are attached so that phrase was removed from Item 7.

### In Supplementary Conditions:

Sections 5.03 and 5.06 were modified because we have reports that discuss *Subsurface and Physical Conditions* (such as geotech reports) and *Hazardous Environmental Conditions* (such as rockfall), but these were not included in the project manual. These reports are available if you would like to see them. The intent of this change was to clarify that we really do have these reports, so this item needed to be changed to reflect this. There is not an addition of risk that we intend to place on Granite because of these reports. The nature of the project is not to perform any subsurface work, and if soft spots are encountered the County would negotiate a change order to address that.

Section 7.05D and 10 were removed because the County will be the engineer/inspector on the job so there is no need to document the time spent regarding Substitutes discussed in 7.05D and the supplementary section about Resident Project Representative was removed entirely. The intent of this change was to update the contract because the County will not be hiring a representative to assist in the project management. This is not removing or adding responsibility or cost to the contractor. The County often hires a subcontractor to act in this role, but with the nature of this project we felt we take this responsibility on for this project.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 6, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. General Conditions (pages 1 to 65, inclusive).
  - 5. Supplementary Conditions (pages 1 to 4, inclusive).
  - 6. Specifications (not attached but incorporated by reference) as listed in the table of contents of the Project Manual.
  - 7. Drawings consisting of 3 sheets with each sheet bearing the following general title: North Ogden Divide Exhibit.
  - 8. Addenda (numbers 1 to 1, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 2, inclusive).
    - b. Explanation of Bid Total
    - c. Invitation to Bid
    - d. Summary of Work
  - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

