

GRANITE CONSTRUCTION COMPANY

Date of Proposal: 8/11/2023

Proposal Valid Until: 11/01/2023

PROPOSAL AND CONSTRUCTION CONTRACT

GRANITE CONSTRUCTION COMPANY, hereafter called "Contractor," WEBER COUNTY and hereafter called the "Owner," agree as follows: Highway 162 Mill and Overlay Project 2.0

1. Description and Location of Work. Contractor agrees to perform the following work: Rotomill 2" of existing asphalt; furnish, place and compact 2.5" of HMA PG 64-34; roadway strip with 4" pavement marking paint; collaring all water valves and manholes in given stretch; shouldering with road base; and traffic control including signage and flagging.
Located At: Eden, UT

2. Plans and Specifications. The above work shall be performed in accordance with the following plans and specifications: N/A

Such plans and specifications are, by this reference, incorporated herein and made a part of this subcontract, but are not attached.

3. Payment. Owner shall pay to Contractor, as full compensation for all the work hereunder the following amount: \$317,880.00.

- A. In accordance with the provisions of Paragraph 3 on the reverse side hereof, progress payments shall be 100% of the estimate and the sum of 5% per month shall be added to any balance unpaid when due.
- B. The above prices shall include all applicable Sales, Use, Franchise, Excise and other taxes which may nor or hereafter be levied.
- C. In the event the above price is a unit price based on quantities, final payment shall be for actual quantities jointly determined by the Engineer, or other representative of Owner, and Contractor, upon completion of all work hereunder.
- D. The Proposal and Construction Contract shall be void if Owner is unable to demonstrate to the satisfaction of Contractor prior to commencement of work his ability to make payments for the work to be performed hereunder the manner and at the times set forth herein.

4. Time. Contractor shall commence work hereunder as promptly as practical after the receipt to written notice to proceed from Owner and shall complete the work within working days. A working day is defined as any day except Saturdays, Sundays and legal holidays and except days on which the Contractor is prevented by conditions beyond his control or by inclement weather or conditions resulting therefrom, adverse to the current controlling operation or operations, from proceeding with at least 90% of the normal labor and equipment force required for such operation or operations. At the option of Contractor, this agreement shall be void unless notice to proceed is received within ten (10) working days following execution of the agreement by Owner.

5. Special Conditions.

PO 03230559

6. Contract Documents. The contract documents shall consist of this Agreement and attachments

numbered Executed at:

If Acceptable, Please Sign Original and Return to:

GRANITE CONSTRUCTION COMPANY

BY Owner:

Contractor's License No.

(Address)

Business Address

BY _____
Contractor

Residence Address

Job No _____

Name of Construction
Lender

Address

This Subcontract is Subject to the Terms and Conditions Appearing on the Reverse Side Hereof.