

**MBA MEETING
PACKET**

DATE:

February 28, 2023

AGENDA
KANE COUNTY MUNICIPAL BUILDING AUTHORITY MEETING TO BE
HELD TUESDAY February 28, 2023 at 2:40 PM
IN THE Commission Chambers at the Kane County Courthouse, 76 N. Main St.
Kanab, Utah

WE WELCOME EVERYONE TO ATTEND ELECTRONICALLY BY PHONE.
CALL IN INFORMATION: Meeting call in # 435-676-9000 participant code 168030# (This is a local call within the South Central service area)

CALL MEETING TO ORDER & WELCOME:

REGULAR AGENDA:

- 1. Approval/Ratification of Kane County Road Shed Construction Contract/Commissioner Kubeja**
- 2. Approval/Ratification of the Kane County Building Construction Contract/Commissioner Kubeja**
- 3. Approval/Ratification of the Kanab Civic Center Construction Contract/Commissioner Kubeja**

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Chameill Lamb at (435) 644-2458.

Agenda items may be accelerated or taken out of order without notice as the Administration deems appropriate. All items to be placed on the agenda must be submitted to the Clerk's office by noon Tuesday, prior to the meeting date.

AGENDA ITEMS

ITEM # 1

Approval/Ratification of the Kane County Road Shed
Construction Contract

Construction Contract

This Construction Contract is made as of December 14, 2022 between Kane County, and Maxwell Construction Inc..

The parties agree to the following terms:

1. DESCRIPTION OF SERVICES. Beginning on March 1, 2023 Maxwell Construction Inc. will provide to Kane County the following services:

Maxwell Construction Inc. will construct a pre-manufactured steel building, salt shed, and sander rack at the Kane County Road Department property in Glendale, Utah (G-2-90-1-ANNEX). The buildings will be constructed according to the plan set dated 10/12/22 drafted by IronRock Group, and all other bid documents provided by IronRock Group.

2. CONTRACT BID FORM. The Contract Bid Form provided by IronRock Group, completed, signed by Michael Maxwell (Maxwell Construction owner), and dated Nov. 16, 2022, which was approved and accepted by Kane County on Nov. 22, 2022, is a binding part of this Contract.

Due to frequent fluctuation in market pricing for materials and labor, pricing defined on the Contract Bid Form will be subject to change according to actual cost incurred by Maxwell Construction Inc. to complete Services defined by each line item on the Contract Bid Form. Contractor Fees on the Contract Bid Form is not subject to change except as is defined in "Change Orders" below.

3. SCOPE OF WORK. Maxwell Construction Inc. will provide all services, materials (excluding all materials noted in the bid documents as being provided by Kane County) and labor for the construction of a pre-manufactured steel shop/office building, sander rack, and salt shed at the property of Kane County in Glendale, Utah (G-2-90-1-ANNEX).

4. COMPLIANCE WITH LAWS. Maxwell Construction Inc. shall provide the services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations.

5. WORK SITE. Kane County warrants that Kane County owns the property herein described and is authorized to enter into this contract.

6. PAYMENT. Kane County agrees to the contract price of \$1,054,549.00, of which \$140,000 is the contractor fee of Maxwell Construction Inc., for completion of the above stated services.

Payment shall be made to Maxwell Construction Inc.. Kane County agrees to pay Maxwell Construction Inc. a maximum of twice a month and a minimum of every two months according to a payment request generated and provided by Maxwell Construction Inc. which will correlate with the Bid Breakdown included in the Contract. Maxwell Construction Inc. shall only request payment for Services complete with the exception of such Services that require a deposit (e.g. mobilization, cabinets, countertops, floor coverings). Payment will be requested for these Services with an initial 50% requested to start work, and the final 50% requested when services are completed. Payment should be received by Maxwell Construction Inc. within 10 business days of the date payment is requested.

Should payment not be received within the allotted time, Maxwell Construction Inc. reserves the right to assess a penalty of no more than \$500 for each business week that payment is late.

7. TERM. Maxwell Construction Inc. Shall commence the work to be performed within 15 business days of March 1, 2023 and shall complete the work on or before September 29, 2023.

8. PERMITS. Application for and procurement of all necessary building permits required by local or county government for the contracted Services will be the responsibility of Kane County.

9. INSURANCE. Maxwell Construction Inc. will maintain valid insurance covering its full liability under the Workers' Compensation laws of the State of Utah and shall maintain general liability insurance.

Kane County shall provide insurance covering any accidental, intentional and force of nature property damage that may occur during construction of the project.

At the request of Kane County, Maxwell Construction Inc. will provide builders risk insurance to protect against any accidental, intentional, or force of nature property damage that may occur during the construction of the project. The premium of any builders risk insurance policy, or any other additional insurance coverage required by Kane County, will be added to an amended Contractor Bid Form and shall be included as part of Payment to Maxwell Construction Inc..

10. WARRANTY. Maxwell Construction Inc. shall complete all work in a timely manner. All work will be completed to meet or surpass generally accepted standards in Maxwell Construction Inc.'s area. Maxwell Construction Inc. shall complete all work in conformance with the plans, specifications, and the Contractor Bid Form signed by Maxwell Construction Inc. and Kane County.

Additionally, Maxwell Construction Inc. warrants the workmanship and materials of Services for one calendar year beginning on the date an occupancy permit is awarded by the governing municipality, or on the date of final inspection and a contract completion form is signed by Kane County.

11. UTILITIES. Kane County shall provide water and electrical service at all times during construction. Kane County shall permit Maxwell Construction Inc. to use, at no cost, any electrical power and water necessary to carry out and complete the work.

12. INSPECTION. Kane County shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work required to be inspected, tested, or certified by any government department shall be done at each necessary stage of construction and before further construction can continue.

13. CAUSE FOR TERM EXTENSION. If circumstances arise outside of Maxwell Construction Inc.'s control, Maxwell Construction Inc. will be allowed to extend the term of this Contract without penalty. Cause for term extension shall include, but not be limited to, acts of God, fire, vandalism, storm, casualty, illness, injury, general unavailability of materials, unavailability of laborers, change orders by Kane County, supplier failures, or other similar occurrence. The extension period will be lesser than or equal to the number of business days progress was impeded due to any such circumstance. Maxwell Construction Inc. shall use all reasonable effort to avoid or remove any impedance to the progress of the project.

14. CHANGE ORDERS. Any change or deviation Kane County may wish to make from the architectural plans by IronRock group dated 10/12/2022 (or any of the other documents provided at the time the project was bid) must be submitted to Maxwell Construction Inc. in writing as a change order before the phase of construction, to which the desired change pertains, has commenced.

Upon receiving written notice of a change order, Maxwell Construction Inc. will produce and submit an estimated cost of the change order to Kane County.

In the event the requested change order increases the original contract sum as described above in "Payment", Maxwell Construction Inc. will include with the estimated cost of change order an additional profit and overhead amount based on the amount the change order increases the original contract sum. In the event the requested change order decreases the original contract sum as described above in "Payment", Maxwell Construction Inc. will include with the estimated cost of change order a credit to Kane County based on the amount the change order decreases the original contract sum.

Kane County shall approve, in writing, the change order estimated cost submitted by Maxwell Construction Inc., and shall make payment to Maxwell Construction Inc. in the amount of 50% of the change order estimated cost as a deposit on the requested change order. Written approval and payment of deposit must be received by Maxwell Construction Inc. before that phase of construction to which the change order pertains will proceed.

In the event a change order has been requested by Kane County prior to commencement of construction on the project, the same procedure as stated above will be followed EXCEPT no deposit will be required at the time the change order is requested. Payment for any change orders in place prior to commencement of construction on the project will be requested and paid as described above in "Payment".

15. SIGNATORIES. This Agreement shall be signed in behalf of Kane County by _____, a duly authorize representative of Kane County, and on behalf of Maxwell Construction Inc. by Michael Maxwell, Owner (Contractors License: Utah 372720-5501), and shall be effective as of December 14, 2022.


By: _____
Kane County Authorized Representative

Contractor:
Maxwell Construction Inc.

Contractor's License: Utah 372720-5501

By:  _____
Michael Maxwell
Owner

5026	Exterior Doors Labor		\$5000.00	Allowance - INCLUDES LABOR ONLY FOR 5 EXTERIOR DOORS PROVIDED WITH BUILDING PACKAGE
5026a	Exterior Doors Materials		\$6000.00	
5027	Painting Labor		\$9816.00	Allowance - Does not include any painting in shop area except designated caution painting on floor.
5027a	Painting Materials			
5028	Accoustical Sealants Labor			
5028a	Accoustical Sealants Material			
5029	Interior Wall Coverings Labor			
5029a	Interior Wall Coverings Material			
5030	Wall Tile Labor			
5030a	Wall Tile Material			
5031	Exterior Railing Labor		\$7842.00	
5031a	Exterior Railing Materials			
5032	Interior Stair/Hand rails Labor			
5032a	Interior Stair/Hand rails Material			
5033	Elevator Labor			
5033a	Elevator Materials			
5034	Elevator Access Hatch Labor			
5034a	Elevator Access Hatch Material			
5035	Elevator Pit Ladder Labor			
5035a	Elevator Pit Ladder Material			
5036	Finish Work/Trim Labor		\$1500.00	Allowance for rubber base in administrative area only.
5036a	Finish Work/Trim Materials			
5037	Suspended Ceiling Labor			
5037a	Suspended Ceiling Material			
5038	Bathroom Accessories Labor		\$1000.00	Allowance
5038a	Bathroom Accessories Materials			
5039	Shower Sliding Glass Doors Labor			
5039a	Shower Sliding Glass Doors Material			
5040	Cultured Marble at Tubs/Shower Labor			
5040a	Cultured Marble at Tubs/Shower Material			
5041	Cultured Marble at Vanity Labor			
5041a	Cultured Marble at Vanity Material			
5042	Hardware Labor		\$5200.00	Allowance
5042a	Hardware Materials			
5043	Lighting Allowance			
5044	Fixtures/Mirrors Labor			*Included in bathroom accessories
5044a	Fixtures/Mirrors Materials			
5045	Closet Organizers Labor			
5045a	Closet Organizers Material			
5046	Gutters/Downspouts/Scuppers Labor			
5046a	Gutters/Downspouts/Scuppers Materials			
5047	Exterior Cultured Stone Labor			
5047a	Exterior Cultured Stone Materials			
5048	Interior Cultured Stone Labor			
5048a	Interior Cultured Stone Materials			
5049	Exterior EIFS Labor			
5049a	Exterior EIFS Materials			
5050	Roofing Labor			
5050a	Roofing Material			
5051	Exterior Flashing Labor			
5051a	Exterior Flashing Material		\$1400.00	Allowance
5052	Pre-fab Metal Window Awnings Labor			
5052a	Pre-fab Metal Window Awnings Material			
5053	Interior Signage Labor			
5053a	Interior Signage Material			
5054	Exterior Signage Labor			
5054a	Exterior Signage Material			
5055	Swimming Pool and Spa Labor			
5055a	Swimming Pool and Spa Material			
5056	Swimming Pool & Spa Equipment Labor			

	Building 3 Total (Covered Equipment Rack)	\$40169.00	
Contractor Bid Authorization Signature:			Nov 16, 2022



Dec 14, 2022

Michael Maxwell - Contractor

Kane County Representative

ITEM # 2

Approval/Ratification of the Kane County Building
Construction Contract

Construction Contract

This Construction Contract is made as of December 14, 2022 between Kane County, and Maxwell Construction Inc..

The parties agree to the following terms:

1. DESCRIPTION OF SERVICES. Beginning on January 2, 2023 Maxwell Construction Inc. will provide to Kane County the following services:

Maxwell Construction Inc. will renovate, remodel and construct an addition to the Kane County Building located at 76 N Main St., Kanab, Utah according to the plan set dated 06/06/2022 drafted by IronRock Group, and all other bid documents provided by IronRock Group.

2. BID BREAKDOWN. The Bid Breakdown provided by Maxwell Construction dated 09/02/2022, which was approved and accepted by Kane County on Sept. 7, 2022, is a binding part of this Contract.

Due to frequent fluctuation in market pricing for materials and labor, pricing defined on the Bid Breakdown will be subject to change according to actual cost incurred by Maxwell Construction Inc. to complete Services defined by each line item on the Bid Breakdown. Builder profit and overhead on the Bid Breakdown is not subject to change except as is defined in "Change Orders" below.

3. SCOPE OF WORK. Maxwell Construction Inc. will provide all services, materials and labor for the renovation, remodel and construction of an addition to the Kane County Building located at 76 N Main St., Kanab, Utah according to plans and specifications designed by IronRock Group.

4. COMPLIANCE WITH LAWS. Maxwell Construction Inc. shall provide the services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations.

5. WORK SITE. Kane County warrants that Kane County owns the property herein described and is authorized to enter into this contract.

6. PAYMENT. Kane County agrees to the contract price of \$1,357,117 to Maxwell Construction Inc. for completion of the above stated services.

Payment shall be made to Maxwell Construction Inc.. Kane County agrees to pay Maxwell Construction Inc. a maximum of twice a month and a minimum of every two months according to a payment request generated and provided by Maxwell Construction Inc. which will correlate with the Bid Breakdown included in the Contract. Maxwell Construction Inc. shall only request payment for Services complete with the exception of such Services that require a deposit (e.g. mobilization, cabinets, countertops, floor coverings). Payment will be requested for these Services with an initial 50% requested to start work, and the final 50% requested when services are completed. Payment should be received by Maxwell Construction Inc. within 10 business days of the date payment is requested.

Should payment not be received within the allotted time, Maxwell Construction Inc. reserves the right to assess a penalty of no more than \$500 for each business week that payment is late.

7. TERM. Maxwell Construction Inc. Shall commence the work to be performed within 15 business days of January 2, 2023 and shall complete the work on or before January 1, 2024.

8. PERMITS. Application for and procurement of all necessary building permits required by local or county government for the contracted Services will be the responsibility of Kane County.

9. INSURANCE. Maxwell Construction Inc. will maintain valid insurance covering its full liability under the Workers' Compensation laws of the State of Utah and shall maintain general liability insurance.

Kane County shall provide insurance covering any accidental, intentional and force of nature property damage that may occur during construction of the project.

At the request of Kane County, Maxwell Construction Inc. will provide builders risk insurance to protect against any accidental, intentional, or force of nature property damage that may occur during the construction of the project. The premium of any builders risk insurance policy, or any other additional insurance coverage required by Kane County, will be added to an amended Contractor Bid Form and shall be included as part of Payment to Maxwell Construction Inc..

10. WARRANTY. Maxwell Construction Inc. shall complete all work in a timely manner. All work will be completed to meet or surpass generally accepted standards in Maxwell Construction Inc.'s area. Maxwell Construction Inc. shall complete all work in conformance with the plans, specifications, and the Bid Breakdown signed by Maxwell Construction Inc. and Kane County.

Additionally, Maxwell Construction Inc. warrants the workmanship and materials of Services for one calendar year beginning on the date an occupancy permit is awarded by the governing municipality, or on the date of final inspection and a contract completion form is signed by Kane County.

11. UTILITIES. Kane County shall provide water and electrical service at all times during construction. Kane County shall permit Maxwell Construction Inc. to use, at no cost, any electrical power and water necessary to carry out and complete the work.

12. INSPECTION. Kane County shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work required to be inspected, tested, or certified by any government department shall be done at each necessary stage of construction and before further construction can continue.

13. CAUSE FOR TERM EXTENSION. If circumstances arise outside of Maxwell Construction Inc.'s control, Maxwell Construction Inc. will be allowed to extend the term of this Contract without penalty. Cause for term extension shall include, but not be limited to, acts of God, fire, vandalism, storm, casualty, illness, injury, general unavailability of materials, unavailability of laborers, change orders by Kane County, supplier failures, or other similar occurrence. The extension period will be lesser than or equal to the number of business days progress was impeded due to any such circumstance. Maxwell Construction Inc. shall use all reasonable effort to avoid or remove any impedance to the progress of the project.

14. CHANGE ORDERS. Any change or deviation Kane County may wish to make from the architectural plans by IronRock group dated 06/06/2022 (or any of the other documents provided at the time of the project was bid) must be submitted to Maxwell Construction Inc. in writing as a change order before the phase of construction to which the desired change pertains has commenced.

Upon receiving written notice of a change order, Maxwell Construction Inc. will produce and submit an estimated cost of the change order to Kane County.

In the event the requested change order increases the original contract sum as described above in "Payment", Maxwell Construction Inc. will include with the estimated cost of change order an additional profit and overhead amount based on the amount the change order increases the original contract sum. In the event the requested change order decreases the original contract sum as described above in "Payment", Maxwell Construction Inc. will include with the estimated cost of change order a credit to Kane County based on the amount the change order decreases the original contract sum.

Kane County shall approve, in writing, the change order estimated cost submitted by Maxwell Construction Inc., and shall make payment to Maxwell Construction Inc. in the amount of 50% of the change order estimated cost as a deposit on the requested change order. Written approval and payment of deposit must be received by Maxwell Construction Inc. before that phase of construction to which the change order pertains will proceed.

In the event a change order has been requested by Kane County prior to commencement of construction on the project, the same procedure as stated above will be followed EXCEPT no deposit will be required at the time the

change order is requested. Payment for any change orders in place prior to commencement of construction on the project will be requested and paid as described above in "Payment".

15. SIGNATORIES. This Agreement shall be signed in behalf of Kane County by _____, a duly authorize representative of Kane County, and on behalf of Maxwell Construction Inc. by Michael Maxwell, Owner (Contractors License: Utah 372720-5501), and shall be effective as of December 14, 2022.

By: _____
Kane County Authorized Representative

Contractor:
Maxwell Construction Inc.

Contractor's License: Utah 372720-5501

By:  _____
Michael Maxwell
Owner

MAXWELL CONSTRUCTION

BID FOR:
09/02/2022

Kane County

	BID BREAKDOWN	COST	NOTES
1	BUILDING PERMIT	\$12,217	
2	SOILS AND COMPACTION TEST	\$3,500	
3	EXCAVATION & BACKFILL	\$7,500	
4	IMPORTED FILL	\$1,000	
5	BUILDING CONCRETE	\$27,390	
6	DEMOLITION	\$34,450	
7	FRAMING MATERIALS	\$13,800	
8	TRUSSES	\$6,500	
9	FRAMING LABOR	\$22,278	
10	ROOFING	\$232,458	
11	WINDOWS	\$2,400	
12	...	\$0	
13	PARAPET CAP	\$3,000	
14	STUCCO	\$7,350	
15	...	\$0	
16	MASONRY	\$22,500	
17	PLUMBING	\$18,150	
18	FIRE SPRINKLER SYSTEM	\$11,996	
19	HVAC	\$200,000	
20	ELECTRICAL	\$77,500	
21	FIRE ALARM SYSTEM	\$12,000	
22	INSULATION	\$8,900	
23	SHEETROCK	\$42,378	
24	PAINTING	\$30,000	
25	INTERIOR DOORS & HARDWARE	\$16,500	
26	STOREFRONT DOORS	\$91,000	
27	COUNCIL CHAMBERS WINDOWS	\$7,500	
28	DRY ERASE BOARD	\$800	
29	BATHROOM PARTITIONS	\$12,600	
30	...	\$0	
31	CABINETS & MILLWORK	\$24,500	
32	COUNTERTOPS	\$7,400	
33	...	\$0	
34	TILE FLOOR	\$4,225	
35	TILE WALLS	\$27,000	
36	CARPET TILE	\$27,600	
37	CARPET BASE	\$7,200	
38	FLOOR PREP	\$2,000	
39	FLOORING REMOVAL	\$13,800	
40	...	\$0	
41	CONCRETE PATIO AND WALKS	\$8,000	
42	...	\$0	
43	EQUIPMENT RENTAL	\$3,000	
44	...	\$0	
45	CLEAN UP & DUMPSTER	\$6,000	
46	...	\$0	
47	PORT-A-POTTY	\$1,800	
48	FINAL CLEAN	\$1,500	
49	...	\$0	
50	...	\$0	
51	SUPERVISION & TRAVEL	\$16,800	
	SUB-TOTAL	\$1,076,492	
	BUILDER PROFIT & O.H.	\$216,000	
	PERFORMANCE BOND	\$64,625	
	TOTAL	\$1,357,117	



Dec 14, 2022

Michael Maxwell - Contractor

Kane County Representative

ITEM # 3

Approval/Ratification of the Kanab Civic Center
Construction Contract

Construction Contract

This Construction Contract is made as of December 14, 2022 between Kane County, and Maxwell Construction Inc..

The parties agree to the following terms:

1. DESCRIPTION OF SERVICES. Beginning on March 1, 2023 Maxwell Construction Inc. will provide to Kane County the following services:

Maxwell Construction Inc. will renovate and remodel the Kanab Civic Center located at 20 N 100 E, Kanab, Utah according to the plan set dated 06/06/2022 drafted by IronRock Group, and all other bid documents provided by IronRock Group.

2. BID BREAKDOWN. The Bid Breakdown provided by Maxwell Construction Inc. dated 09/06/2022, which was approved and accepted by Kane County on Sept. 7, 2022, is a binding part of this Contract.

Due to frequent fluctuation in market pricing for materials and labor, pricing defined on the Bid Breakdown will be subject to change according to actual cost incurred by Maxwell Construction Inc. to complete Services defined by each line item on the Bid Breakdown. Builder profit and overhead on the Bid Breakdown is not subject to change except as is defined in "Change Orders" below.

3. SCOPE OF WORK. Maxwell Construction Inc. will provide all services, materials and labor for the renovation and remodel of the Kanab Civic Center located at 20 N 100 E, Kanab, Utah according to plans and specifications designed by IronRock Group.

4. COMPLIANCE WITH LAWS. Maxwell Construction Inc. shall provide the services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations.

5. WORK SITE. Kane County warrants that Kane County owns the property herein described and is authorized to enter into this contract.

6. PAYMENT. Kane County agrees to the contract price of \$2,443,552, to be paid to Maxwell Construction Inc., for completion of the above stated services.

Payment shall be made to Maxwell Construction Inc.. Kane County agrees to pay Maxwell Construction Inc. a maximum of twice a month and a minimum of every two months according to a payment request generated and provided by Maxwell Construction Inc. which will correlate with the Bid Breakdown included in the Contract. Maxwell Construction Inc. shall only request payment for Services complete with the exception of such Services that require a deposit (e.g. mobilization, cabinets, countertops, floor coverings). Payment will be requested for these Services with an initial 50% requested to start work, and the final 50% requested when services are completed. Payment should be received by Maxwell Construction Inc. within 10 business days of the date payment is requested.

Should payment not be received within the allotted time, Maxwell Construction Inc. reserves the right to assess a penalty of no more than \$500 for each business week that payment is late.

7. TERM. Maxwell Construction Inc. Shall commence the work to be performed within 15 business days of March 1, 2023 and shall complete the work on or before March 1, 2024.

8. PERMITS. Application for and procurement of all necessary building permits required by local or county government for the contracted Services will be the responsibility of Kane County.

9. INSURANCE. Maxwell Construction Inc. will maintain valid insurance covering its full liability under the Workers' Compensation laws of the State of Utah and shall maintain general liability insurance.

Kane County shall provide insurance covering any accidental, intentional and force of nature property damage that may occur during construction of the project.

At the request of Kane County, Maxwell Construction Inc. will provide builders risk insurance to protect against any accidental, intentional, or force of nature property damage that may occur during the construction of the project. The premium of any builders risk insurance policy, or any other additional insurance coverage required by Kane County, will be added to an amended Contractor Bid Form and shall be included as part of Payment to Maxwell Construction Inc..

10. WARRANTY. Maxwell Construction Inc. shall complete all work in a timely manner. All work will be completed to meet or surpass generally accepted standards in Maxwell Construction Inc.'s area. Maxwell Construction Inc. shall complete all work in conformance with the plans, specifications, and the Bid Breakdown signed by Maxwell Construction Inc. and Kane County.

Additionally, Maxwell Construction Inc. warrants the workmanship and materials of Services for one calendar year beginning on the date an occupancy permit is awarded by the governing municipality, or on the date of final inspection and a contract completion form is signed by Kane County.

11. UTILITIES. Kane County shall provide water and electrical service at all times during construction. Kane County shall permit Maxwell Construction Inc. to use, at no cost, any electrical power and water necessary to carry out and complete the work.

12. INSPECTION. Kane County shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work required to be inspected, tested, or certified by any government department shall be done at each necessary stage of construction and before further construction can continue.

13. CAUSE FOR TERM EXTENSION. If circumstances arise outside of Maxwell Construction Inc.'s control, Maxwell Construction Inc. will be allowed to extend the term of this Contract without penalty. Cause for term extension shall include, but not be limited to, acts of God, fire, vandalism, storm, casualty, illness, injury, general unavailability of materials, unavailability of laborers, change orders by Kane County, supplier failures, or other similar occurrence. The extension period will be lesser than or equal to the number of business days progress was impeded due to any such circumstance. Maxwell Construction Inc. shall use all reasonable effort to avoid or remove any impedance to the progress of the project.

14. CHANGE ORDERS. Any change or deviation Kane County may wish to make from the architectural plans by IronRock group dated 06/06/2022 (or any of the other documents provided at the time the project was bid) must be submitted to Maxwell Construction Inc. in writing as a change order before the phase of construction, to which the desired change pertains, has commenced.

Upon receiving written notice of a change order, Maxwell Construction Inc. will produce and submit an estimated cost of the change order to Kane County.

In the event the requested change order increases the original contract sum as described above in "Payment", Maxwell Construction Inc. will include with the estimated cost of change order an additional profit and overhead amount based on the amount the change order increases the original contract sum. In the event the requested change order decreases the original contract sum as described above in "Payment", Maxwell Construction Inc. will include with the estimated cost of change order a credit to Kane County based on the amount the change order decreases the original contract sum.

Kane County shall approve, in writing, the change order estimated cost submitted by Maxwell Construction Inc., and shall make payment to Maxwell Construction Inc. in the amount of 50% of the change order estimated cost as a deposit on the requested change order. Written approval and payment of deposit must be received by Maxwell Construction Inc. before that phase of construction to which the change order pertains will proceed.

In the event a change order has been requested by Kane County prior to commencement of construction on the project, the same procedure as stated above will be followed EXCEPT no deposit will be required at the time the

change order is requested. Payment for any change orders in place prior to commencement of construction on the project will be requested and paid as described above in "Payment".

15. SIGNATORIES. This Agreement shall be signed in behalf of Kane County by _____, a duly authorize representative of Kane County, and on behalf of Maxwell Construction Inc. by Michael Maxwell, Owner (Contractors License: Utah 372720-5501), and shall be effective as of December 14, 2022.

By: _____
Kane County Authorized Representative

Contractor:
Maxwell Construction Inc.

Contractor's License: Utah 372720-5501

By:  _____
Michael Maxwell
Owner

MAXWELL CONSTRUCTION

BID FOR: Kanab Civic Center Building B Renovation
09/06/2022

	BID BREAKDOWN	COST	NOTES
1	BUILDING PERMIT	\$30,525	
2	SOILS AND COMPACTION TEST	\$3,500	
3	EXCAVATION	\$2,500	
4	IMPORTED FILL	\$1,000	
5	BUILDING CONCRETE	\$3,750	
6	DEMOLITION	\$45,000	
7	FRAMING MATERIALS	\$20,538	
8	CRAWL SPACE DEMO	\$11,000	
9	FRAMING LABOR	\$13,500	
10	ROOFING	\$117,529	
11	...	\$0	
12	STOREFRONT DOORS	\$6,200	
13	BREAK ROOM WINDOWS	\$13,355	
14	STUCCO	\$3,250	
15	SOFFIT & FACIA	\$5,280	
16	MASONRY	\$13,500	
17	PLUMBING	\$26,500	
18	PARAPUT CAP	\$750	
19	HVAC	\$330,000	
20	ELECTRICAL	\$137,250	
21	FIRE ALARM SYSTEM	\$34,200	
22	INSULATION	\$185,600	
23	SHEETROCK / ACT	\$67,200	
24	PAINTING	\$105,920	
25	INTERIOR DOORS & HARDWARE	\$19,100	
26	...	\$0	
27	DOOR & HARDWARE LABOR	\$6,300	
28	DOOR HARDWARE	\$11,250	
29	FLOOR PREP	\$2,000	
30	GAS LINE	\$3,500	
31	STAGE FRONT TRIM	\$7,000	
32	FOLDING PANEL DOOR	\$41,300	
33	CARPET REMOVAL	\$5,000	
34	CARPET TILE	\$33,000	
35	CARPET BASE	\$3,000	
36	TILE FLOORS	\$2,210	
37	TILE WALLS	\$24,300	
38	BLEACHERS	\$87,760	
39	BATH HARDWARE	\$1,350	
40	PLASTER WALL	\$22,800	
41	GYM FLOOR	\$375,000	
42	BASKETBALL STANDARDS	\$61,150	
43	EQUIPMENT RENTAL	\$15,500	
44	...	\$0	
45	CLEAN UP & DUMPSTER	\$12,000	
46	...	\$0	
47	PORT-A-POTTY	\$1,800	
48	FINAL CLEAN	\$5,625	
49	...	\$0	
50	...	\$0	
51	SUPERVISION & TRAVEL	\$20,400	
	SUB-TOTAL	\$1,939,192	
	BUILDER PROFIT & O.H.	\$388,000	
	PERFORMANCE BOND	\$116,360	
	TOTAL	\$2,443,552	



Dec 14, 2022

Michael Maxwell - Contractor

Kane County Representative