

AGREEMENT

THIS AGREEMENT, made this 8th day of March, 2022, by and between Hyrum City hereinafter called "OWNER" and

Abstract Masonry Restoration, Inc

hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1) The CONTRACTOR will commence and complete the construction of "**Historic Elite Hall Masonry Renovation**" hereinafter referred to as "PROJECT".

The PROJECT shall include applicable components of the **Historic Elite Hall Masonry Renovation** contract documents dated March 2021 for work described herein.

PROJECT is to include chemical paint removal of paint material on the exterior brick and concrete foundation of the Elite Hall structure including all four walls. Paint removal and disposal of waste products shall be in compliance with the product manufacturer's recommendations, and in accordance with local, state, and federal environmental and wastewater regulations. Multiple applications of chemical paint stripper may be needed for complete removal of the existing paint. The PROJECT includes neutralizing stripper chemicals and cleaning the masonry after removal of the paint.

In addition to the paint removal, the PROJECT includes replacement/repair of significant masonry deterioration that may include but is not limited to replacing broken or badly damaged brick (replacement bricks to be provided by the OWNER). Contractor shall make reasonable effort to match the existing mortar in the replacement/repair work.

The PROJECT may include additional renovation work to be incorporated by Change Order and may include foundation repair and coating, crack repair, repointing, and application of consolidant/water repellent or graffiti protection.

- 2) The CONTRACTOR will furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT in compliance with the Contract Documents.

OWNER will relocate/remove or cover the power lines on the west elevation of the building to facilitate CONTRACTOR access to the site, disconnect/reconnect power service, and remove abandoned electrical and other equipment to prepare the site for the work. Additionally, the OWNER will make available the wastewater cleanout(s) near the Elite Hall for disposal of water (filtered and neutralized) meeting discharge requirements to the satisfaction of the OWNER. OWNER may coordinate with the CONTRACTOR to provide additional services to facilitate the PROJECT completion as may be agreed upon by the PARTIES.

- 3) The CONTRACTOR will commence the Elite Hall Masonry Renovation work at the earliest reasonable date, anticipated to be the first week of May, and will complete the same within 60 calendar days unless the period for completion is extended otherwise adjusted by the OWNER in coordination with the CONTRACTOR.
- 4) The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and to comply with the terms therein for the sum of Three Hundred Seventy-Four Thousand Dollars (\$374,000) with \$344,000 allocated to paint removal/cleaning process and \$30,000 reserved for masonry repairs. Should it be determined that the paint removal process progresses more efficiently than anticipated – such that allocated funds as noted herein are not fully expended, and/or if the OWNER determines to allocate additional funds to the Project; then additional masonry renovation work may be completed as coordinated and agreed upon by the Parties.
- 5) The term “CONTRACT DOCUMENTS” means and includes the following attached or referenced documents. In the event that any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that document first listed below shall govern:
 - a) Change Order / Field Order
 - b) Agreement (this instrument)
 - c) Special Provisions
 - d) Specifications prepared or issued by Hyrum City. Dated March, 2021 as provided on Sheet Notes.
 - e) Drawings prepared by Forsgren Associates, dated “March 2021”.
 - f) General Conditions
- 6) The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 7) This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) each of which shall be deemed an original on the date first above written.

OWNER: Hyrum City

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

CONTRACTOR:

Abstract Masonry Restoration

Company Name

By: K. Hadfield

Printed Name: Kevin Hadfield

Title: President

NOTE: Witnesses not required for a Corporation, but the Corporate Certificate must be completed. Two Witnesses are required for Partnerships and Individuals. Partnerships must also complete Partnership Certificate.

CORPORATE CERTIFICATE

I, Casey Sullivan _____ certify that I am the
Secretary of the Corporation named as Contractor in the foregoing Contract; that
Kevin Hadfield _____, who signed the said Contract on behalf of the Contractor
was then President _____, of the said Corporation by authority
of its governing body and is within the scope of its corporate powers.

Casey Sullivan

Signature

(Corporate Seal)