

# **LDS CAREY WARD**

## **2012 BOILER REPAIRS**

**Carey Idaho Stake**

**August 2012**

Prepared  
by

Engineered Systems Associates, Inc.  
1355 East Center  
Pocatello, Idaho 83201  
208-233-0501

**INDEX**

INVITATION TO BID  
INSTRUCTIONS TO BIDDERS  
SUBCONTRACTORS AND MAJOR MATERIALS SUPPLIERS LIST  
EQUAL PRODUCT APPROVAL REQUEST FORM  
CONSTRUCTION MATERIAL ASBESTOS STATEMENT  
SUPPLEMENTARY CONDITIONS  
CONTRACTOR BID PROPOSAL & MAINTENANCE PROJECT AGREEMENT

**DIVISION 01: GENERAL REQUIREMENTS**

01 1400 WORK RESTRICTIONS  
01 2900 PAYMENT PROCEDURES  
01 3100 PROJECT MANAGEMENT AND COORDINATION  
01 3300 SUBMITTAL PROCEDURES  
01 3500 SPECIAL PROCEDURES  
01 4100 REGULATORY REQUIREMENTS  
01 4301 QUALITY ASSURANCE - QUALIFICATIONS  
01 6100 COMMON PRODUCT REQUIREMENTS  
01 6200 PRODUCT OPTIONS  
01 6600 PRODUCT DELIVERY, STORAGE, AND HANDLING REQUIREMENTS  
01 7300 EXECUTION  
01 7400 CLEANING AND WASTE MANAGEMENT  
01 7700 CLOSEOUT PROCEDURES  
01 7800 CLOSEOUT SUBMITTALS

**DIVISION 23: HEATING, VENTILATING AND AIR CONDITIONING**

23 0501 COMMON HVAC REQUIREMENTS  
23 0719 HVAC PIPING INSULATION  
23 0800 DEMOLITION AND REPAIR  
23 5239 STEEL FIRE-TUBE BOILERS

# INVITATION TO BID

---

**1. CONTRACTORS INVITED TO BID THE PROJECT:**

**Rocky Mountain Boiler**

**Superior Boiler**

**B&S Boiler**

**Boiler Treatment Services**

**2. PROJECT:**

LDS Carey Ward 2012 Boiler Repairs

**3. LOCATION:**

20494 North Main  
Carey, Idaho

**4. OWNER:**

Corporation of the Presiding Bishop of  
The Church of Jesus Christ of Latter-day Saints,  
A Utah Corporation Sole  
50 East North Temple Street  
Salt Lake City, Utah 84150

**5. CONSULTANT:**

Dwayne Sudweeks  
Engineered Systems Associates, Inc.  
1355 East Center  
Pocatello, Idaho 83201

**6. DESCRIPTION OF PROJECT:**

A. Work includes repairs of existing Kewaunee Oil Fired boiler as described in the contract documents.

**7. TYPE OF BID:** Bids will be on a lump-sum basis. Segregated bids will not be accepted.

**8. TIME OF SUBSTANTIAL COMPLETION:** The time limit for substantial completion of this Work will be 60 calendar days and will be as noted in the Agreement.

**9. PRE-BID WALK-THRU:** There will be a walk-thru of the project on Thursday, September 6, 2012 at 10:00 am. Attendance is mandatory.

**10. BID OPENING:** Sealed bids must be received no later than 10:00 am on Wednesday, September 12, 2012 at the Jerome Idaho FM Group Office (26 North 100 East, Jerome, Idaho 83338) at which time the sealed bids will be opened and read. (Please submit proposals by mail or in person. Faxed proposals cannot be considered.)

**11. BIDDING DOCUMENTS:**

A. Bidding Documents are available to invited Contractors with a deposit of \$50 per set. Deposit will be refunded if documents are returned complete and in good condition within five days of bid opening.

**12. BIDDER'S QUALIFICATIONS:** Bidding by the Contractors will be by invitation only.

**13. OWNER'S RIGHT TO REJECT BIDS:** Owner reserves the right to reject any or all bids and to waive any irregularity therein.

END OF DOCUMENT

# INSTRUCTIONS TO BIDDERS

---

## 1. DOCUMENTS:

- A. Bidding Documents include Bidding Requirements and proposed Contract Documents. Proposed Contract Documents consist of:
  - 1. Contractor's Bid Proposal and Maintenance Project Agreement
  - 2. Other documents included by reference
  - 3. Addenda.
- B. Bidding Requirements are those documents identified as such in proposed Project Manual.
- C. Addenda are written or graphic documents issued prior to execution of the Contract which modify or interpret the Bidding Documents. They become part of the Contract Documents as noted in the Contractor's Bid Proposal and Maintenance Project Agreement upon execution of the Agreement by Owner.

## 2. BIDDER'S REPRESENTATIONS:

- A. By submitting a bid proposal, bidder represents that
  - 1. Bidder has carefully studied and compared Bidding Documents with each other. Bidder understands the Bidding Documents and the bid is fully in accordance with the requirements of those documents,
  - 2. Bidder has thoroughly examined the site and any building located thereon, has become familiar with local conditions which might directly or indirectly affect contract work, and has correlated its personal observations with requirements of proposed Contract Documents, and
  - 3. Bid is based on materials, equipment, and systems required by Bidding Documents without exception.

## 3. BIDDING DOCUMENTS:

- A. Copies
  - 1. Owner will provide the Bidding Documents as set forth in the Invitation to Bid.
  - 2. Partial sets of Bidding Documents will not be issued.
- B. Interpretation Or Correction Of Bidding Documents
  - 1. Bidders will request interpretation or correction of any apparent errors, discrepancies, and omissions in the Bidding Documents.
  - 2. Corrections or changes to Bidding Documents will be made by written Addenda.
- C. Substitutions And Equal Products
  - 1. Equal products may be approved upon compliance with Contract Document requirements.
  - 2. Base bid only on materials, equipment, systems, suppliers or performance qualities specified in the Bidding documents.
  - 3. Where a specified product is identified as a "quality standard", products of other manufacturers that meet the performance, properties, and characteristics of the specified "quality standard" may be used without specific approval as a substitute.
- D. Addenda. Addenda will be sent to bidders and to locations where Bidding Documents are on file no later than one week prior to bid opening or by fax no later than 48 hours prior to bid opening.

## 4. BIDDING PROCEDURES:

- A. Form And Style Of Bids
  - 1. Use Owner's Bid Form titled "Contractor's Bid Proposal And Maintenance Project Agreement".

2. Bid will be complete and executed by authorized representative of Bidder.
  3. Do not delete from or add to the information requested on bid form.
- B. Submission of Bids
1. Submit bid in sealed opaque envelope containing only bid form.
  2. It is bidder's sole responsibility to see that its bid is received at or before the specified time. Bids received after specified bid opening time may be returned to bidders unopened.
  3. No oral, facsimile transmitted, telegraphic, or telephonic bids, modifications, or cancellations will be considered.
- D. Modification Or Withdrawal Of Bid
1. Bidder guarantees there will be no revisions or withdrawal of bid amount for 45 days after bid opening.
  2. Prior to bid opening, bidders may withdraw bid by written request or by reclaiming bid envelope.
  3. Prior to bid opening, bidder may mark and sign on the sealed envelope that bidder acknowledges any or all Addenda.
- 5. CONSIDERATION OF BIDS:**
- A. Opening Of Bids - Sealed bids shall be received no later than 10:00 am on Wednesday, September 12, 2012 at the Jerome Idaho FM Group Office at which time they will be opened and read out loud.
- B. Acceptance Of Bid
1. No bidder will consider itself under contract after opening and reading of bids until Owner accepts Contractor's Bid Proposal by executing same.
  2. Bidder's past performance, organization, subcontractor selection, equipment, and ability to perform and complete its contract in manner and within time specified, together with amount of bid, will be elements considered in award of contract.
- 6. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:**
- A. Agreement form will be "Contractor's Bid Proposal and Maintenance Project Agreement" provided by Owner.
- 7. MISCELLANEOUS:**
- A. Pre-Bid Conference. There will be a mandatory walk-thru of the project on Thursday, September 6, 2012 at 10:00 am.

END OF DOCUMENT

### SUBCONTRACTORS AND MAJOR MATERIALS SUPPLIERS LIST

Project Name: \_\_\_\_\_ Date: \_\_\_\_\_

Stake: \_\_\_\_\_ Project No: \_\_\_\_\_

General Contractor: \_\_\_\_\_

General Contractor is to provide the names of the following subcontractors and suppliers to the Church Project Manager immediately following the bid opening:

#### VMR SUBCONTRACTORS

Roofing \_\_\_\_\_

Doors, Frames & Hardware \_\_\_\_\_

Storefronts \_\_\_\_\_

Wood Flooring \_\_\_\_\_

Other \_\_\_\_\_

Other \_\_\_\_\_

#### SUBCONTRACTORS AND SUPPLIERS

Grading / Site work \_\_\_\_\_

Site Utilities \_\_\_\_\_

Demolition \_\_\_\_\_

Paving \_\_\_\_\_

Termite Control \_\_\_\_\_

Site Concrete \_\_\_\_\_

Fencing \_\_\_\_\_

Irrigation System \_\_\_\_\_

Landscaping \_\_\_\_\_

Building Concrete \_\_\_\_\_

Masonry \_\_\_\_\_

Structural Steel \_\_\_\_\_

Framing \_\_\_\_\_

Trusses \_\_\_\_\_

Insulation \_\_\_\_\_

EIFS \_\_\_\_\_

Soffit / Fascia \_\_\_\_\_

Steeple \_\_\_\_\_

Millwork \_\_\_\_\_

Drywall \_\_\_\_\_

Ceramic Tile \_\_\_\_\_

Acoustical Tile \_\_\_\_\_

Painting \_\_\_\_\_

Wall Coverings \_\_\_\_\_

Elevators / Lifts \_\_\_\_\_

Draperies \_\_\_\_\_

Fire Sprinklers \_\_\_\_\_

Plumbing \_\_\_\_\_

HVAC \_\_\_\_\_

Electrical \_\_\_\_\_

Controls \_\_\_\_\_

Sound / Satellite \_\_\_\_\_

# EQUAL PRODUCT APPROVAL REQUEST FORM

Project Name: LDS Carey Ward 2012 Boiler Repairs Request Number: \_\_\_\_\_

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

BID DATE: \_\_\_\_\_

A proposed product is not legally approved and cannot legally be included in a bid or used in the Work until it appears in an Addendum or other Contract Modification as defined in the General Conditions. See Instructions To Bidders Paragraph 3,C, General Conditions, and Section 016000.

**PROPOSED EQUAL PRODUCT:**

Specification Section: \_\_\_\_\_

Specified Products: \_\_\_\_\_

Proposed Product: \_\_\_\_\_

The Undersigned certifies:

1. Proposed equal product has been fully investigated and determined to be equal or superior in all respects to specified products.
2. Same warranty will be furnished for proposed equal product as for specified products.
3. Same maintenance service and source of replacement parts, as applicable, is available.
4. Proposed equal product will have no adverse effect on other trades and will not affect or delay progress schedule.
5. Proposed equal product does not affect dimensions and functional clearances.

**ATTACHMENTS:**

Include the following attachments -

1. Copy of the Project Manual Section where the proposed equal product would be specified, rewritten or red-lined to include any changes necessary to correctly specify the proposed equal product. Identify completely changes necessary to the original Project Manual Section.
2. Copies of details, elevations, cross-sections, and other elements of the Project Drawings redone as necessary to show changes necessary to accommodate proposed equal product. Identify completely the changes from the original Drawings.
3. Complete product literature and technical data, installation and maintenance instructions, test results, and other information required to show complete conformance with requirements of the Contract Documents.

**SIGNED:** \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_ FAX \_\_\_\_\_



**REVIEW COMMENTS:**

\_\_\_\_\_ Accepted. See Addenda Number \_\_\_\_\_.

\_\_\_\_\_ Submission Not In Compliance With Instructions. Respond to attached comments and resubmit.

\_\_\_\_\_ Proposed Equal Product Not Acceptable. Use specified products.

\_\_\_\_\_ Not Reviewed. Submission received too late. Use specified products.

---

**ADDITIONAL COMMENTS:**

---

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

# CONSTRUCTION MATERIAL ASBESTOS STATEMENT (U.S.)

Project Name: LDS Carey Ward 2012 Boiler Repairs

Project Type: Boiler Repairs

Building Address: 20494 North Main, Carey, Idaho

Owner: Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-days Saints, a Utah corporation sole

Property Number: 5118166

Completion Date: \_\_\_\_\_

As CONSULTANT and principal in charge; based on my best knowledge, information, inspection, and belief; I certify that on the above referenced Project, no asbestos containing building materials were specified in the construction documents or given approval in shop drawings or submittals.

Date \_\_\_\_\_ Consultant and Principal in charge

\_\_\_\_\_  
Company Name

As GENERAL CONTRACTOR in charge of construction; based on my best knowledge, information, inspection, and belief; I certify that on the above referenced building, no asbestos containing building materials were used in the construction.

Date \_\_\_\_\_ General Contractor in charge

\_\_\_\_\_  
Company Name

# SUPPLEMENTARY CONDITIONS

## MAINTENANCE PROJECT AGREEMENT (U.S.)

---

### ITEM 1 - GENERAL

1. Conditions of the Contract apply to each Division of the Specifications.
2. Provisions contained in Division 01 apply to all other Divisions of the Specifications.

### ITEM 2 - LIQUIDATED DAMAGES PAYABLE TO OWNER:

**Delay in Completion of the Work.** For each day after the expiration of the designated Time of Completion that Contractor has not completed the Work, Contractor will pay Owner the amount of FIFTY dollars (\$50.<sup>00</sup>) per day as liquidated damages for Owner's loss of use and the added administrative expense to Owner to administer the Project during the period of delay. In addition, Contractor will reimburse Owner for any additional Architect's fees, attorneys' fees, expert fees, consultant fees, copy costs, and other expenses incurred by Owner as a result of the delay. Owner may deduct any liquidated damages or reimbursable expenses from any money due or to become due to Contractor. If the amount of liquidated damages and reimbursable expenses exceeds any amounts due to Contractor, Contractor will pay the difference to Owner within ten (10) days after receipt of a written request from Owner for payment.

**END OF DOCUMENT**

## CONTRACTOR BID PROPOSAL AND MAINTENANCE PROJECT AGREEMENT

Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, ("Owner") and the undersigned Contractor ("Contractor") hereby agree as follows:

1. **Project Site.**  
 Property Number: 5118166  
 Address: 20494 North Main, Carey, Idaho  
 Project Type: Boiler Repairs  
 Project Name: LDS Carey Ward 2012 Boiler Repairs
2. **Scope of the Work.** Contractor will furnish all labor, materials, and equipment necessary to complete the Work in accordance with the Contract Documents. The Work is all labor, materials, equipment, construction, and services required by the Contract Documents.
3. **Contract Documents.** Contract Documents consist of:
  - a. This Agreement;
  - b. The Specifications (Division 01 and 23)
  - c. Drawings entitled M1 dated August 2012.
  - d. Addendum No. \_\_\_\_\_ dated \_\_\_\_\_; and
  - e. All written Field Changes, written Construction Change Directives and written Change Orders when prepared and signed by Owner and Contractor.
4. **Compensation.** Owner will pay Contractor for performance of Contractor's obligations under the Contract Documents the sum of \_\_\_\_\_ Dollars  
 (\$\_\_\_\_\_). This is the Contractor's Bid Proposal Amount.
5. **Payment.**
  - a. If the Contractor's Bid Proposal Amount is over \$50,000.00, Contractor will submit to Owner a schedule of values which allocates the Contractor's Bid Proposal Amount to various portions of the Work. This schedule, when accepted by Owner will be used as a basis for reviewing Contractor's payment requests.
  - b. Not more than once each month, Contractor will submit a payment request to Owner. Owner will pay Contractor for work completed within thirty (30) days after Owner receives:
    - (1) Contractor's payment request for work to date;
    - (2) a certification by Contractor that Contractor has paid for all labor, materials, and equipment relating to the Work covered by prior payment requests and that Contractor will pay for all labor, materials, and equipment relating to the Work covered by the current payment request; and
    - (3) releases of all mechanics' liens and claims of subcontractors, laborers, or material suppliers who supplied labor and/or materials for the Work covered by the payment request.
 Owner may modify or reject the payment request if, in Owner's opinion, the Work for which payment is requested is not acceptable or is less complete than represented on the payment request.
6. **Extras and Change Orders.** Owner may order changes in the Work by altering, adding to, or deducting from the Work. In the event of such a change, Contractor's compensation and/or the time of completion will be adjusted to reflect the change. Contractor will not commence work on any change until either: (a) Contractor and Owner have agreed in writing to the amount of the adjustment resulting from the change; or (b) Owner has issued an order for the change acknowledging that there is a dispute regarding the compensation adjustment relating to the change. If Contractor proceeds with a change in the Work without complying with the preceding sentence, Contractor agrees that it will not be entitled to any additional compensation for such change.
7. **Correction of Work.** Contractor will promptly correct, at its own expense,
  - (a) any portion of the Work which
    - 1) fails to conform to the requirements of the Contract Documents, or
    - 2) is rejected by the Owner as defective or because it is damaged or rendered unsuitable during installation or resulting from failure to exercise proper protection.
  - (b) any defects due to faulty materials, equipment, or workmanship which appear within a period of one year from the date of Substantial Completion or within such longer period of time as may be prescribed by law or the terms of any applicable special warranty required by the Contract Documents.
8. **Time of Completion.** Contractor will complete the Work and have it ready for Owner's inspection within FORTY-FIVE (45) calendar days from Notice to Proceed issued by Owner. Time is of the essence. If Contractor is delayed at any time in the progress of the Work by any act or neglect of Owner, or by changes in the Work, or by strikes, lockouts, unusual delay in transportation, unavoidable casualties, or acts of nature beyond Contractor's control, then the time for completion will be extended by the time that completion of the Work is delayed. However, Contractor expressly waives any damages for any such delays other than those delays willfully caused by Owner.
9. **Permits, Surveys, and Taxes.** Contractor will obtain and pay for all permits and licenses, and also pay any applicable taxes. Contractor will also obtain and pay for any surveys it needs to perform the Work. Contractor will conform to all ordinances and covenants governing the Project Site and/or Work.
10. **Compliance with Laws.** Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public authorities relating to performance of the Work.
11. **Payment of Subcontractors and Materialmen.** Contractor will promptly pay for all labor, materials, and equipment used to perform the Work.
12. **Contractor's Insurance.** Prior to performing any work, Contractor will obtain and maintain during the term of this Agreement: Commercial General Liability Insurance, Workers' Compensation Insurance, Automobile Liability Insurance, and Employers' Liability Insurance. In the event the Contractor's Bid Proposal Amount is over \$100,000.00, Contractor's Commercial General Liability Insurance will meet the following additional requirements:
  - a. Insurance Services Office (ISO) form *Commercial General (CG) 00 01 (11/93)* or an equivalent, occurrence policy with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

- b. Contractor's insurer will add the Owner as an additional insured on this policy using ISO endorsement *CG 2010 (10/93)* or its equivalent.

Automobile Liability Insurance will be for "any auto" for which Contractor may be legally responsible, and with not less than One Hundred Thousand Dollars (\$100,000.00) combined single limit coverage. In the event the Contractor's Bid Proposal Amount is over \$100,000.00, the required Automobile Liability insurance combined single limit coverage will be at least One Million Dollars (\$1,000,000.00).

13. **Independent Contractor Relationship.** The parties expressly agree that Contractor is not an agent or employee of Owner but is an independent contractor solely responsible for all expenses relating to Contractor's business.
14. **Indemnity and Hold Harmless.**
- a. Contractor will indemnify and hold harmless Owner and Owner's representatives, employees, agents, architects, and consultants from and against any and all claims, damages, liability, demands, costs, judgments, awards, settlements, causes of action, losses and expenses (collectively "Claims" or "Claim"), including but not limited to attorney fees, consultant fees, expert fees, copy costs, and other expenses, arising out of or resulting from performance of the Work, attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of real or personal property, including loss of use resulting therefrom, except to the extent that such liability arises out of the negligence of Owner, its representatives, agents, and employees. This indemnity includes, without limitation, indemnification of Owner from all losses or injury to Owner's property, except to the extent that such loss or injury arises out of the negligence of Owner, its representatives, agents, and employees. This indemnity applies, without limitation, to include Claims occurring both during performance of the Work and/or subsequent to completion of the Work. In the event that any Claim is caused in part by a party indemnified hereunder, that party will bear the cost of such Claim to the extent it was the cause thereof. In the event that a claimant asserts a Claim for recovery against any party indemnified hereunder, the party indemnified hereunder may tender the defense of such Claim to Contractor. If Contractor rejects such tender of defense and it is later determined that the negligence of the party indemnified hereunder did not cause all of the Claim, Contractor will reimburse the party indemnified hereunder for all costs and expenses incurred by that party in defending against the Claim. Contractor will not be liable hereunder to indemnify any party for damages resulting from the sole negligence of that party.
- b. In addition to the foregoing, Contractor will be liable to defend Owner in any lawsuit filed by any Subcontractor relating to the Project. Where liens have been filed against Owner's property, Contractor (and/or its bonding company which has issued bonds for the Project) will obtain lien releases and record them in the appropriate county and/or local jurisdiction and provide Owner with a title free and clear from any liens of Subcontractors. In the event that Contractor and/or its bonding company are unable to obtain a lien release, Owner in its absolute discretion may require Contractor to provide a bond around the lien or a bond to discharge the lien, at Contractor's sole expense.
- c. In addition to the foregoing, Contractor will indemnify and hold Owner harmless from any claim of any other contractor resulting from the performance,

nonperformance or delay in performance of the Work by Contractor.

- d. The indemnification obligation herein will not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or a Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.
15. **Resolution of Disputes.** In the event there is any dispute arising under the Contract Documents which cannot be resolved by agreement between the parties, either party may submit the dispute with all documentation upon which it relies to Director of Architecture, Engineering, and Construction, Physical Facilities Department, 50 East North Temple, Salt Lake City, Utah 84150, who will convene a dispute resolution conference within thirty (30) days. The dispute resolution conference will constitute settlement negotiations and any settlement proposal made pursuant to the conference will not be admissible as evidence of liability. In the event that the parties do not resolve their dispute pursuant to the dispute resolution conference, either party may commence legal action to resolve the dispute. Any such action must be commenced within six (6) months from the first day of the dispute resolution conference or be time barred. Submission of the dispute to the Director as outlined above is a condition precedent to the right to commence legal action to resolve any dispute. In the event that either party commences legal action to adjudicate any dispute without first submitting the dispute to the Director, the other party will be entitled to obtain an order dismissing the litigation without prejudice and awarding such other party any costs and attorneys fees incurred by that party in obtaining the dismissal, including without limitation copy costs, and expert and consultant fees and expenses.
16. **Termination of Agreement by Contractor.** In the event Owner materially breaches any term of the Contract Documents, Contractor will promptly give Written Notice of the breach to Owner. If Owner fails to cure the breach within ten (10) days of the Written Notice, Contractor may terminate the Agreement by giving Written Notice to Owner and recover from Owner the percentage of the Contract Sum represented by the Work completed on the Project site as of the date of termination together with any out of pocket loss Contractor has sustained with respect to materials and equipment as a result of the termination prior to completion of the Work, less any offsets. Contractor will not be entitled to unearned profits or any other compensation or damages as a result of the termination and hereby waives any claim therefor. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials that Contractor has in its possession or control at the time of termination. Without limitation, Contractor's indemnities and obligations as well as all warranties relative to Work provided through the date of termination survive a termination hereunder.
17. **Termination of Agreement by Owner for Cause.** Should Contractor make a general assignment for the benefit of its creditors, fail to apply enough properly skilled workmen or specified materials to properly prosecute the Work in accordance with Contractor's schedule, or otherwise materially breach any provision of the Contract Documents, then Owner may, without any prejudice to any other right or remedy, give Contractor Written Notice thereof. If Contractor fails to cure its default within ten (10) days, Owner may terminate this Agreement by giving Written Notice to Contractor, take possession of the premises and all materials, tools, and appliances thereon, and finish the Work by whatever method Owner deems expedient. In such case, Contractor will not be entitled to receive any further payment

until the Work is finished. If the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, including compensation for additional administrative, architectural, consultant, and legal services (including without limitation attorneys fees, expert fees, copy costs, and other expenses), such excess will be paid to Contractor. If such expense exceeds the unpaid balance, Contractor will pay the difference to Owner. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials that Contractor has in its possession or control at the time of termination. Without limitation, Contractor's indemnities and obligations as well as all warranties relative to Work provided through the date of termination survive a termination hereunder.

- 18. **Termination of Agreement by Owner for Convenience.** Notwithstanding any other provision contained in the Contract Documents, Owner may, without cause and in its absolute discretion, terminate the Agreement at any time. In the event of such termination, Contractor will be entitled to recover from Owner the percentage of the Contract Sum equal to the percentage of the Work which Owner and/or its architect determines has been completed on the Project site as of the date of termination together with any out of pocket loss Contractor has sustained with respect to materials and equipment as a result of the termination prior to completion of the Work, less any offsets. Contractor will not be entitled to unearned profits or any other compensation as a result of the termination and hereby waives any claim therefor. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials that Contractor has in its possession or control at the time of termination. Owner may, in Owner's sole discretion, take legal assignment of subcontracts and other contractual rights of Contractor. Without limitation, Contractor's indemnities and obligations as well as all warranties relative to Work provided through the date of termination survive a termination hereunder.
- 19. **Assignment of Contract.** The parties hereto will not assign any rights or obligations under this Agreement without the prior written consent of the other party.

- 20. **Integration Clause.** The Contract Documents reflect the full agreement of the parties with respect to the Project and the Work and supersede all prior discussions, agreements, and representations regarding the subject matter of the Contract Documents. The Contract Documents may be amended only in a written document signed by both parties hereto.
- 21. **Applicable Law.** The parties acknowledge that the Contract Documents have substantial connections to the State of Utah. The Contract Documents will be deemed to have been made, executed, and delivered in Salt Lake City, Utah. To the maximum extent permitted by law, (i) the Contract Documents and all matters related to their creation and performance will be governed by and enforced in accordance with the laws of the State of Utah, excluding conflicts of law rules, and (ii) all disputes arising from or related to the Contract Documents will be decided only in a state or federal court located in Salt Lake City, Utah and not in any other court or state. Toward that end, the parties hereby consent to the jurisdiction of the state and federal courts located in Salt Lake City, Utah and waive any other venue to which they might be entitled by virtue of domicile, habitual residence, place of business, or otherwise.
- 22. **Enforcement.** In the event either party commences legal action to enforce or rescind any term of the Contract Documents, the prevailing party will be entitled to recover its attorneys fees and costs, including without limitation all copy costs and expert and consultant fees and expenses, in that action and on all appeals, from the other party.
- 23. **Bid Proposal/Agreement.** Contractor's submission to Owner of this agreement signed by Contractor will constitute Contractor's offer and bid proposal to perform the Work described in this agreement according to the terms thereof. Owner's signing of this agreement and delivery to Contractor of the signed copy thereof will constitute acceptance of Contractor's offer and will convert this document to a binding agreement.
- 24. **Effective Date.** The effective date of this Agreement is the date indicated by the Owner's signature.

<b>OWNER:</b>	<b>CONTRACTOR:</b>
Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole,	company name
By: _____	By: _____
Designated Representative	Authorized Representative
Print Name: Clayton Pope	Print Name _____
Address: 26 North 100 East, Jerome, Idaho 83338	Title: _____
	Address: _____
Telephone No: 208.324.5097	Telephone No: _____
Fax No. 208.324.8941	Fax No. _____
Effective Date:	Fed. I.D. or SSN: No _____
Reviewed by:	Date: _____

